

REQUEST FOR PROPOSAL (RFP)

TITLE: Tile/Vinyl Sheet Installation and Related Supplies on the Newark Campus

RFP NUMBER: P12-033S

DATE ISSUED: May 29, 2012

DUE DATE: July 19, 2012

TIME: 2:00 PM

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

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

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

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

BIDDER NAME: _____

BIDDER REPRESENTATIVE:

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NO.: _____

EMAIL: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER'S AUTHORIZED SIGNATURE

1.0 Information to Bidders

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to enter into three (3) contracts for the purchase and installation of vinyl tiles (VCT) and related supplies on the Newark Campus.

This procurement is set-aside for small business as defined under the state small business Set-Aside program's criteria, set forth in N.J.A.C. 12A:10 (N.J.A.C. 17:13) and N.J.A.C. 12A:10A (N.J.A.C. 17:14).

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration or show evidence of having applied as a qualifying Small Business with the New Jersey Commerce, Economic Growth and Tourism Commission on or before the bid opening date. The New Jersey Commerce Commission has merged with the New Jersey Economic Development Authority and Small Business Registration and Certification has merged with the Treasury Department. To register as a small business please visit: <http://www.nj.gov/njbusiness/small/>, navigate to Small Business Set-Aside Program or contact the Business Services Call Center at 1-866-534-7789 or 1-609-292-2146.

If the bid is due before the normal eight (8) to ten (10) week response time by the Commerce and Economic Growth Commission (Commerce), the Bidder may submit via fax (609-292-8764) a request for expediting of it's application and accompany the request with a copy of the bid page that contains the bid submission due date. Please note that the Small Business Registration Form must be properly completed and all required support documentation must be received by Commerce in order to begin processing of the request.

1.1.2 Intent

It is the University's intent to award the contract to three (3) Contractors to perform the required services as listed in Section 3.0 of the RFP and will provide UMDNJ with a diversity of products and designs in current production/new.

1.2 Background

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

SPECIAL NOTE - PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

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

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2 Mandatory Pre-Bid Conference

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

DATE: June 21, 2012

TIME: 10:00AM

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

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

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

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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

1.4.3 Issuing Office

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

1.4.4 Bidder Responsibility

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

1.4.5 Cost Liability

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

1.4.6 Contents of Bid Proposal

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

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

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

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

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

1.4.7 Price Alterations

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

1.4.8 Joint Venture

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

1.4.9 Bid Bond

Not applicable to this procurement.

1.4.10 HIPAA Compliance

Not applicable to this procurement.

1.4.11 Business Registration Notice

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

1.4.11.1 Definitions

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

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

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

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

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

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

1.4.11.2 Requirements Regarding Business Registration Form

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

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

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

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

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

1.5 Special Note- Public Works Contractor Registration Act

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

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1.6 Computation of Time

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

1.6.2 Prevailing Wage Act

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

1.6.3 Prevailing Wage

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

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

Bidders are to submit in the bid price line at Section 8.0 the amount UMDNJ will be charged **OVER** the Prevailing Wage Rate. This price will be added to the Prevailing wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

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

2.0 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 Contract Related Definitions

“ADA”- Americans with Disabilities Act.

“Antimicrobial”- The finish treatment capable of destroying or inhibiting the growth of disease-causing microorganisms that might carry disease.

“ASTM”(ASTM International)-originally known as the American Society for Testing And Materials, is an international [standards organization](#) that develops and publishes voluntary consensus technical [standards](#) for a wide range of materials, products, systems, and services.

“Linear Feet”- the symbols for linear foot may be seen in this RFP as Lin. Ft. etc. For the purpose of this RFP the unit price for cove base will be estimated and purchased by the linear foot.

“NBS Smoke Density”- This is standard is used to measure and describe the response of materials and products to heat and flame under controlled conditions. Flaming Mode: Less than<450@4 minutes.

“NFPA”(National fire Protection Association)-is a [U.S.](#) organization (albeit with some international members) charged with creating and maintaining minimum standards and requirements for fire prevention and suppression activities, training, and equipment, as well as other life-safety codes and standards.

“Normal Office Furniture”- Free standing furniture (not systems) desks, chairs, file cabinets, credenzas, etc.

“Radiant Panel Test”- the flooring radiant panel test methods evaluates the tendency of a floor system to spread flame. This test is measured in watts per square centimeter. Class 1 is considered to be a minimum rating of .45 watts per sq cm. This measurement is reported as the minimum energy necessary to sustain flame propagation.

“Retrofit Systems Furniture”- To move/maneuver systems furniture allowing for a proper and complete carpet installation, satisfying visuals with no apparent gapping between carpet modular/tile.

“Square Foot”- the symbols for square foot may be seen in this RFP as Sq. Ft. For the purpose of this RFP the unit price for VCT will be estimated and purchased by the Square Foot.

“Square Yard”- the symbols for square yard may be seen in this RFP as Sq. Yd. For the purpose of this RFP the unit price for certain tasks.

“VCT”- Vinyl Composite Tile.

“Wear Class”- Class 1	Class 2	Class 3
Moderate	Heavy	Extra Heavy

3.0 Scope of Work

It is the intent of UMDNJ to engage a Contractor who shall supply all the expertise, personnel and other resources necessary to supply and install vinyl tiles (VCT) and also Vinyl Sheet flooring. This term contract is to be used for initial installations and to facilitate the replacement of existing tiles. Used flooring or discontinued lines are unacceptable.

This procurement is set-aside for small business as defined under the state small business Set-Aside program's criteria, set forth in N.J.A.C. 12A:10 (N.J.A.C. 17:13) and N.J.A.C. 12A:10A (N.J.A.C. 17:14).

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration or show evidence of having applied as a qualifying Small Business with the New Jersey Commerce, Economic Growth and Tourism Commission on or before the bid opening date. The New Jersey Commerce Commission has merged with the New Jersey Economic Development Authority and Small Business Registration and Certification has merged with the Treasury Department. To register as a small business please visit: <http://www.nj.gov/njbusiness/small/>, navigate to Small Business Set-Aside Program or contact the Business Services Call Center at 1-866-534-7789 or 1-609-292-2146.

If the bid is due before the normal eight (8) to ten (10) week response time by the Commerce and Economic Growth Commission (Commerce), the Bidder may submit via fax (609-292-8764) a request for expediting of its application and accompany the request with a copy of the bid page that contains the bid submission due date. Please note that the Small Business Registration Form must be properly completed and all required support documentation must be received by Commerce in order to begin processing of the request.

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

If any requirements cannot be fulfilled the bidder must explain why in section 7.3.

If an approved equal is used for any requirement, the bidder must list the section of the RFP and must describe the item that is the approved equal. This information must be completed in section 7.2 of this RFP.

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

3.1 Types of Floor Covering

The Contractor must use Vinyl Composite Tile (VCT) 12"x12" tile and also Seamless Sheet Vinyl Flooring with varying color and style.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.
____Y (Yes) ____N (No).

3.2 Areas of Installation

The floor covering is to be installed in the following areas: Offices, Bathrooms, Public Meeting Areas, Hospitals, Computer Areas, Schools, Short Term Lease Areas, and Conference Areas.

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

3.3 Americans with Disabilities Requirements (ADA)

The Contractors' installation must conform to the Americans with Disabilities requirements. The changes in level up to 1/4" inch may be vertical with a secure edge treatment. The changes in levels between 1/4" and 1/2" inch shall be beveled with slope and secure. When changes exceed 1/2" the difference must be taken up with the use of a ramp.

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

3.4 Product Testing

UMDNJ may, at it's option, have the products tested to insure continued compliance with the specifications listed herein. In determining UMDNJ may select additional testing specifically related to products purchased All costs associated with these tests shall be the responsibility of the Contractor.

The failure of any sample taken to comply with specifications shall be cause for cancellation of the contract. Removal and replacement of all previously installed material, including but not limited to furniture removal, all labor costs, and disposal charges will be the responsibility of the Contractor.

UMDNJ shall be the final authority for determining compliance with specifications resulting from reports and tests of the selected laboratory.

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

3.5 Construction Specifications Vinyl Composition Tile (For Finishing Only)

Vinyl Composition Tile (VCT) Specifications:

Form: 12"x12"

Gauge: 1/8"

Fire Test Data: ASTM E 648 Critical radiant Flux-0.45 watts/cm² or more-Class 1 and ASTM 3662 Smoke-450 or less.

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

_____Y (Yes) _____N (No).

3.6 Flammability Tests

ASTM E 662 PASS Smoke Chamber

ASTM E 84-94A Class B Tunnel Test

FF1-70 Pass Pill Test

CRI Green Label I.D. # CC-973417

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

_____Y (Yes) _____N (No).

3.7 Vinyl Sheet Flooring Composition Specifications (For OR's and Bathrooms Only)

The Contractor must provide Homogeneous Vinyl Sheet Flooring, nonlayered and nonbacked, 72 in. (1.83 m) wide, having a nominal total thickness of 0.080 in. (2.0 mm). The polyurethane-coated wear surface shall be composed of polyvinyl chloride resin, plasticizers, stabilizers, fillers, and pigments comprising a through-grain vinyl chip visual with pattern and color uniformly dispersed throughout the entire thickness. The design shall merge subtle color accents with a detailed, terrazzo-like image providing a monolithic appearance. Vinyl sheet flooring shall meet ASTM F 1913, "Standard Specification for Vinyl Sheet Floor Covering Without Backing."

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

_____Y (Yes) _____N (No).

3.8 Statement of Compliance and Certified Test Reports

3.8.1 The Contractor may be required to submit a notarized statement of compliance from each respective manufacturer for the products provided or covered by the contract, certifying that the product meets or exceeds all appropriate established codes and standards regarding durability, performance and life safety, including, but not limited to those herein.

3.8.2 The Contractor may also be required to submit certified test report(s) for each product brand that will verify complete compliance with the aforementioned tests. This documentation shall be supplied to the Physical Plant Manager within ten (10) business days of request.

3.8.3 The Contractor should provide the required test information for their proposed products to the Physical Plant Manager. It must show they meet the standards listed above. If it's determined they do not it may result in appropriate administrative action and possible termination of the contract.

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

3.9 Installation Contractor Responsibilities

The Contractor is responsible for all materials and services as it relates to this RFP including removal, floor prep, tile, related supplies and installation.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9.
____ Y (Yes) ____ N (No).

3.10 Quality of Install

The Contractor's work shall be performed in accordance with good commercial practice and the guidelines set forth by the Manufacturer.

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

3.11 Tools and Materials

The Contractor shall supply all of the materials, including a 5% overage on materials ordered to assure proper layout with the correct tools to successfully complete the installation.

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

3.12 Site Conditions

The Contractor shall ensure the environment in which the material is installed is controlled with the temperature is between 65 degrees F. and 95 degrees F. and the relative humidity is between 10% and 65%. If installing over concrete, the slab temperature should not be less than 65 degrees F. These conditions must be maintained for at least 48 hours before and after the installation. The Contractor must advise before using adhesive near HVAC ventilation systems and provide adequate ventilation during it's use. Certain concrete slabs may require testing for moisture alkalinity. This testing will be the responsibility of the Contractor.

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

3.13 Site Visits

The Contractor must visit sites, verify conditions with UMDNJ Physical Plant Manager, show samples, measure areas and provide quotations upon request.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.
_____Y (Yes) _____N (No).

3.14 Safety

The work must be performed according to appropriate OSHA standards.

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

3.15 Life Safety Code requirements

The Contractor's tile layouts submitted must meet all life safety code requirements.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.15.
_____Y (Yes) _____N (No).

3.16 Floor Preparation

The Contractor must inspect all sub-floors to determine if special care is required to make it a suitable foundation for the tile. All cracks 1/8 inch wide or protrusions over 1/16 inch should be filled and prepped to a smooth finish.

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

3.17 Layout

The Contractor must lay the tile according to manufacturer's recommendations and all tile joints must be installed in a neat and workman like manner.

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

3.18 Scaled Drawings

The Contractor must supply scaled drawings with quotations to the Physical Plant Manager.

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

3.19 Finishes-Edge Guard

The Contractor must use edge guard using a heavy-duty vinyl or rubber reducer, having a minimum of two inches in width.

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

3.20 Finishes-Cove Base Molding

The Contractor must use a standard 4” vinyl cove base molding with or without toe depending on the assessed needs of the installation. The Contractor must offer a minimum of four colors from which to choose.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.20.
_____Y (Yes) _____N (No).

3.21 Vinyl Composition Tile (VCT)

The Contractor’s price for tile, adhesive and installation should be quoted as per Sq. Ft. The vinyl tile specifications are listed in section 3.5 of the RFP. The Contractor’s installation, adhesive, trowel and transfer will be in accordance with manufacturer’s written specifications.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.21.
_____Y (Yes) _____N (No).

3.22 Adhesive

The Contractor must select the proper adhesive and trowel notching recommended by the manufacturer or adhesive supplier. A 100% transfer of the floor adhesive onto the tile backing, while maintaining full coverage of the floor.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.22.
_____Y (Yes) _____N (No).

3.23 Contractor Personnel

The Contractor must provide qualified competent craftsmen/craftswomen in their respective line of work. The Contractor must supply a full-time competent supervisor and necessary foreman/forewomen and assistants, who shall be in attendance on the project site during progress of the work. The supervisor shall represent the Contractor and all communications, given to the supervisor shall be binding as if given to the Contractor. The Contractor shall supervise, direct the work, and be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.23.

☐ Y (Yes) ☐ N (No).

3.24 Physical Plant Manager

The Physical Plant Manager is the point of contact for the Contractor and will be designated by the Physical Plant. The Contractor must report to the Physical Plant Manager upon arrival.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.24.

☐ Y (Yes) ☐ N (No).

3.25 Access

The Contractor may need to install the carpet and tile equipment in secured or restricted access areas. The Contractor must coordinate installations with the appropriate Building Managers, Physical Plant Managers or Public Safety Lock Smith Office. The Contractor must notify the Physical Plant Manager of any missed or access related difficulties to the areas immediately and ensure that the installations are performed after access is given.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.25.

☐ Y (Yes) ☐ N (No).

3.26 Working Hours

All deliveries and installation work shall be performed during regular working hours, 8:00 a.m. to 4:30p.m., Monday Through Friday. The Contractor may be required to do installations off hours at the request of the Physical Plant Manager. All work required to be performed after regular working hours or on Saturdays, Sundays, or Legal Holidays, as may be reasonably required consistent with contractual obligations, shall be performed in accordance with the Department of Labor (DOL) Prevailing Wage Rates. This information is available at the following website: <http://www.state.us/labor/Isse/prevwage.html>. A separate contract line will be awarded to each contract for an overtime allowance.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.26.

☐ Y (Yes) ☐ N (No).

3.27 Delivery of Materials

The Contractor is responsible for delivery of all materials to UMDNJ. The Contractor may not store materials or tools at UMDNJ and all of the tools and materials must be taken away at the end of each day.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.27.
_____ Y (Yes) _____ N (No).

3.28 Purchase of Materials

UMDNJ may purchase materials from the Contractor and install the flooring using its own personnel. The Contractor must deliver the materials to UMDNJ.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.28.
_____ Y (Yes) _____ N (No).

3.29 Responsibility of the Contractor

The Contractor shall be responsible for the performance of all work under this contract. The Contractor shall be responsible to UMDNJ for acts and omissions of employees, agents and/or subcontractors. The Contractor shall be responsible for any damages to building or individuals as result of delivery and installation, and for all damage or destruction caused directly or indirectly by it's operations to all parts of the work, both temporary and permanent, and to all adjoining property.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.29.
_____ Y (Yes) _____ N (No).

3.30 Safety Precautions and Programs

The Contractor shall, at his own expense, protect all finished work liable to damage and to keep the same protected until the project is completed and accepted. In order to protect the lives and health of his employees, the Contractor shall comply with applicable statutes and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall visit the site to observe field conditions prior to commencing installation when required so as to verify actual conditions against approved installation drawings. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.30.
_____ Y (Yes) _____ N (No).

3.31 Parking

UMDNJ Public Safety may require vehicle identification tags. The Contractor must obtain the appropriate parking identification tag(s) for any non-essential vehicles and pay appropriate fees. The Contractor must inform the Physical Plant Manager one (1) week prior to the start of the project of the necessity to have equipment or vehicle(s) parked near the immediate work site.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.
_____Y (Yes) _____N (No).

3.32 Manufacturer Certifications

The Contractor should supply copies of written certification from each of the manufacturers represented in its bid proposal. It should state that it is an authorized dealer for the Essex and Union Counties. The manufacturer's letter of certification shall identify the bid identification number, bidder and brand.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.33.
_____Y (Yes) _____N (No).

3.33 Method of Engagement

UMDNJ will obtain quotations from all of the three (3) awarded contractors for each installation. There will be a site visit to view the installation area and answer any of the Contractor's questions. The site visit must be attended by all Contractors that want to submit a quotation.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.34.
_____Y (Yes) _____N (No).

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

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

4.2 Contract Transition

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

4.3 Precedence of the University's Standard Terms and Conditions

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

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

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

Unless specifically noted within this RFP, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP. The

Standard Terms and Conditions in effect for this procurement can be found at the following Internet address: www.umdny.edu/purchweb

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

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

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

4.4 Insurance

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

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

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

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

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

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

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

4.5 Departure From Bid Specifications or Terms and Conditions

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

4.6 Contract Amendment

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

4.7 Contractor Responsibilities

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

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

4.8 Substitution of Staff

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

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

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

4.9 Substitution or Addition of Subcontractor(s)

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

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

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

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

4.10 Ownership of Material

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

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

4.11 Data Confidentiality

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

4.12 News Releases

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

4.13 Advertising

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

4.14 License and Permits

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

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

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

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

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

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

The Contractor shall submit to Accounts Payable and the Department of Physical Plant all invoices indicating the costs for all parts required for each maintenance and repair service visit. The Contractor shall submit to the Department of Physical Plant proof of purchase of the parts used for each maintenance and repair service visit. This proof of purchase shall be submitted with the invoice before payment is approved.

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

_____ Y (Yes) _____ N (No).

4.17 Additional Work and/or Special Projects

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

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

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

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

4.18 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Vice President shall provide advanced, written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Vice President, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.19 Suspension of Work

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

4.20 Change in Law

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

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

4.25 Material Safety Data Sheets

The Contractor is required to furnish material safety data sheets (MSDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to the University's Physical Plant Manager. These sheets must list

complete chemical ingredients including the percentage composition of each ingredient on the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed any potentially hazardous products which may off gas during or flowing application. Failure to do so may constitute reason for termination of the contract.

4.26 Contractor's Personnel

4.26.1 Direct Management of Personnel

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

4.26.2 Employees of the Contractor

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

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

4.26.3 Employee Conduct

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

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

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

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

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

4.26.4 Criminal Background Check

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

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

4.27 Licenses and Permits

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

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders should submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

4.28.1 State Treasurer Review

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

4.29 New Jersey Election Law Enforcement Commission Requirement

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

4.30 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 RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

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

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

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

5.2 Proposal Delivery and Identification

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

5.3 Number of Bid Proposal Copies

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

5.4 Proposal Form and Content

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

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

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

5.5.4 Set-Aside Contracts

Since this procurement is set-aside for small businesses, the bidder must provide evidence with its bid proposal of certification as a small business from Commerce.

5.5.5 Bid Bond

Not applicable under this contract.

5.5.6 Manufacturer Certifications

The bidder should supply copies of written certification from each of the manufacturers represented in its bid proposal, stating that it is an authorized dealer for the Essex and Union Counties. The manufacturer's letter of certification shall identify the bid identification number, bidder and brand.

5.5.7 Business Associate Agreement

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

5.5.8 Business Registration Notice

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

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

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

5.6 Section 3 – Organizational Support and Experience

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

5.6.1 Location

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

5.6.2 Résumés

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

5.6.3 Experience of Bidder on Contracts of Similar Size and Scope

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

5.7 Financial Capability of the Bidder

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

5.8 Section 4 – Cost Proposal

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

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

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

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

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

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

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

6.3.1 The bidder's documented experience in successfully completing installation contracts of a similar size and scope of those required by this RFP.

6.3.2 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in

successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.3 The bidder's cost proposal.

6.4 **University's Right to Consider Additional Information**

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

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

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

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

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

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

6.5 **Negotiation and Best and Final offer (BAFO)**

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

and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised payment proposal is not higher than the original payment proposal. Any revised payment proposal that is not equal to or higher in payment than the original payment proposal will be rejected as non-responsive.

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

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

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

6.6 Contract Award

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

6.7 Bidder's Right to Challenge a Contract Award

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

A bidder's protest must be submitted to the buyer of record with a copy to the Vice President of Supply Chain Management ("Vice President") within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an

award had been made to another bidder. The protest period may be shortened by the Vice President of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

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

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

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

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

The bidder must 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: (____)-____-____
Email address: _____

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

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

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

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

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

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: _____

Work Telephone Number: (____)-____-____
Business Fax Number: (____)-____-____
Home Telephone Number: (____)-____-____
Email address: _____

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: (____)-____-____

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

Section 3.0

Section 3.1

Section 3.2

Section 3.3

Section 3.4

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.5

Section 3.6

Section 3.7

Section 3.8

Section 3.9

Section 3.10

Section 3.11

Section 3.12

Section 3.13

Section 3.14

Section 3.15

Section 3.16

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.17

Section 3.18

Section 3.19

Section 3.20

Section 3.21

Section 3.22

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.23

Section 3.24

Section 3.25

Section 3.26

Section 3.27

Section 3.28

Section 3.29

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.30

Section 3.31

Section 3.32

Section 4.16

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.3 Resumes for Bidder's Personnel Assigned to This Contract

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

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

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

Bidders are strongly urged to utilize the format specified below:

7.3.1 Resume Form: Manager

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

Total Years Worked In the Industry Providing Tile and Vinyl Sheet Flooring Installation Services Required by this RFP: _____.

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

1. Employer's Name: _____

Address: _____

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

Phone Number of Individual Listed Above: ()- -

Dates Employed: From _____ To _____

List Total Number of Employees Managed: _____

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

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

7.4 References of Firm

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

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

1. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: _____ To: _____

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

2. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: To:

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

3. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: To:

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

4. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: _____ To: _____

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

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

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

1. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

2. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

3. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

8.0 Price Sheet and Supporting Detail RFP#P12-033S

8.1 VCT Tile and Vinyl Sheet flooring installation category price breakdown.

Price Categories	YEAR 1	YEAR 2	YEAR 3
Vinyl Tile/VCT 0 - 200 SQ FT	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Tile/VCT 200 SQ FT. - 750 SQ FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Tile/VCT 750 SQ FT. - 1,500 SQ FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Tile/VCT > 1,500 SQ. FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Cove Base	\$ Lin/Ft	\$ Lin/Ft	\$ Lin/Ft
Floor Prep	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Sheet Flooring 0 - 200 SQ FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Sheet Flooring 200 SQ FT. - 750 SQ FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Sheet Flooring 750 SQ FT. - 1,500 SQ FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Vinyl Sheet Flooring > 1,500 SQ. FT.	\$ Sq /Ft	\$ Sq /Ft	\$ Sq /Ft
Material Removal	\$ Sq /Yd	\$ Sq /Yd	\$ Sq /Yd

Request for Proposal: Tile/Vinyl Sheet Installation and Related Supplies on the Newark Campus
(RFP #P12-033S)

8.2 Hourly Rates

Please supply the hourly rates which will be used to provide the calculations for the above installation pricing. The amount charged OVER the Prevailing Wage Rate. Bidders shall submit an all inclusive Bid Price of the amount over The Prevailing Wage Rate for any and all applicable Trades.

Bidders are to submit in the bid price line at Section 8.2.1 the amount UMDNJ will be charged **OVER** the Prevailing Wage Rate. This price will be added to the Prevailing wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

8.2.1 Carpenter Resilient Flooring: Amount Charged OVER the Prevailing Wage Rate:____/Hr

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

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

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

8.2.2 Pricing for parts, materials, subcontractors and Contractor's actual cost for Section 3.0:

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

% markup over "Contractor actual cost"%.

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

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

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

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

Firm Name: _____
Address: _____
City, State, Zip Code: _____
Contact Person Name: _____
Contact Person Title: _____
Telephone: _____
E-mail Address: _____
Signature: _____ Date Signed: _____

9.0 REQUIRED FORMS

9.1 DOCUMENTS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

- Ownership Disclosure Form
- MacBride Principle Certification
- State of New Jersey Small Business Enterprise (SBE) Registration Certificate
- Public Works Contractor Registration. To complete the registration processes for Public Works Contractor Registration please visit:
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html or contact New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464.

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

- Two Year PL 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- Affirmative Action Employee Information Certificate or a copy of Federal Letter of Approval.
- Certificate of Insurance
- Manufacturer Certifications
- State of New Jersey Business Registration Certificate
- Affirmative Action Supplement Exhibit A Mandatory Equal Employment Opportunity Language – attached and can be located on the web at:
http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf
- Certificate of Insurance

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
------	--------------	---------------	-------------	--------------------

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
------	--------------	---------------	-------------	--------------------

_____	_____	_____	_____	_____
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COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____ Signature _____

_____ Name

_____ Title

Request for Proposal: Tile/Vinyl Sheet Installation and Related Supplies on the Newark Campus
(RFP #P12-033S)

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

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

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

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

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

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

Signature of Bidder

Dated: _____

Print or Type Name

Company: _____

Title

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

1. A State of New Jersey "Certificate of Employee Information Report Approval," or
2. A Form AA/201 Affirmative Action Employee Information Report, or
3. A Federal letter of approval from the Department of Labor.

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

Sincerely,

Purchasing Services

ATTACHMENT A

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

STANDARD TERMS AND CONDITIONS

UNIVERSITY OF MEDICINE AND DENTISTRY'S
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 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 Ownership Disclosure

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

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 Executive Director of Materials 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 Executive Director of Materials Management:

Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; and,
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 Executive Director of Materials Management must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Executive Director 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 Executive Director.

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:

Workers Compensation Insurance, applicable to the laws of the State of New Jersey and Employer's Liability Insurance as required by applicable State and Federal Law.

Comprehensive General Liability Policy, as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form), for contractual liability and completed operations and shall include UMDNJ, as an additional insured. Limits of liability shall not be less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injury and not less than \$500,000.00 per occurrence for property damage liability.

Comprehensive Automobile Liability Policy, covering owned, non-owned and hired vehicles with maximum limits of \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury liability and \$250,000.00 per occurrence for property damage liability.

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

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 Executive Director of Materials 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.

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 Executive Director of Materials 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 Executive Director of Materials Management is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Executive Director may terminate the contract upon ten (10) days notice to the Contractor with an opportunity to respond.

In cases of emergency the Executive Director of Materials 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 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 then amount listed in the solicitation document, payable to the Treasurer, UMDNJ. Acceptable forms of performance security are as follows:

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,
A certified or cashier's check drawn to the order of the Treasurer, UMDNJ; or,
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.

5.6 Performance Guarantee of Contractor

The Contractor hereby certifies that:

- 5.5.1 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.

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

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.

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

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.

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

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.

5.5 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.

5.6 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.

5.7 Auditing

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the performance of all services provided to the UMDNJ. All records so maintained shall be in accordance with Generally Accepted Accounting Principles (GAAP), SSAE 16 and other procedures specified by UMDNJ. The Contractor shall maintain for all accounts appropriate ledger records that reflect the original balance, additional charges, adjustments, collections, commissions and all payments received in order to settle disputes that arise from the services, including any collection activities and to provide a clear audit trail for UMDNJ. The Contractor shall maintain books, records, documents and other evidence pertaining to the administrative costs and expenses of the contract to properly reflect all revenues, all direct and apportioned net costs, and all other costs and expenses which relate to the performance of the contract. All documentation and/or correspondence shall be maintained by the Contractor in a case file or on an automated system approved by UMDNJ. UMDNJ and/or its authorized representatives shall have the right to access all records that pertain to work performed under this contract. This includes UMDNJ's right to access financial and accounting records that support the Contractor's billing for services provided at any time during the contract period and for three (3) years from the expiration date and final payment on said contract. All records of the Contractor relating to this contract shall be retained for five (5) years following the date of final payment under this contract. Nothing in this contract shall be construed to permit or authorize the Contractor to destroy or eliminate documents, records or files in violation of any statute or rule governing the Contractor's retention of records.

If the Contractor is providing services under the contract with the University, then Contractor is required to have an annual SSAE 16 audit of its internal controls. This audit must report both on controls placed in operation and on tests of the operating effectiveness of the systems that run the Contractor's applications or transactions. The annual tests must correspond with each of the University's fiscal year, which is the twelve-month period ending June 30. Audit reports should be sent to the University Internal Audit Department and to the University's Supply Chain Management Department no later than 30 days after the report is issued to Contractor.

5.8 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.

5.9 Computation of Time

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

5.10 Warranty of Supplies

5.10.1 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.

5.10.2 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.

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.

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.

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.

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.

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

5.10.8 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.

5.10.9 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.

5.11 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.

5.12 Inspection and Tests

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

5.13 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 Executive Director of

Materials 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.

5.14 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. 52:130-13i., 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: _____

OWNERSHIP DISCLOSURE FORM

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

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
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COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____ Signature _____

Company: _____ Name _____

_____ Title _____

*Request for Proposal: Tile/Vinyl Sheet Installation and Related Supplies on the Newark Campus
(RFP #P12-033S)*

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

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

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

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

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

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

Signature of Bidder

Dated: _____

Print or Type Name

Company: _____

Title

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services

ATTACHMENT A

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

STANDARD TERMS AND CONDITIONS

UNIVERSITY OF MEDICINE AND DENTISTRY'S
STANDARD TERMS AND CONDITIONS

Section A: Terms and Conditions Governing All Contracts

6.0 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.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 Ownership Disclosure

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

7.0 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.

8.0 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.

8.1 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 Executive Director of Materials 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.

8.2 Mergers and Acquisitions

If the Contractor shall merge with, or be acquired by, another firm, the following documents must be submitted to the Executive Director of Materials Management:

Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; and,
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 Executive Director of Materials Management must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Executive Director 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 Executive Director.

9.0 LIABILITIES

9.1 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.

9.2 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.

9.3 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:

Workers Compensation Insurance, applicable to the laws of the State of New Jersey and Employer's Liability Insurance as required by applicable State and Federal Law.

Comprehensive General Liability Policy, as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form), for contractual liability and completed operations and shall include UMDNJ, as an additional insured. Limits of liability shall not be less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injury and not less than \$500,000.00 per occurrence for property damage liability.

Comprehensive Automobile Liability Policy, covering owned, non-owned and hired vehicles with maximum limits of \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury liability and \$250,000.00 per occurrence for property damage liability.

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.

10.0 CONTRACT TERMS

10.1 Termination of Contract

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 Executive Director of Materials 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.

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 Executive Director of Materials 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 Executive Director of Materials Management is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Executive Director may terminate the contract upon ten (10) days notice to the Contractor with an opportunity to respond.

In cases of emergency the Executive Director of Materials 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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 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 then amount listed in the solicitation document, payable to the Treasurer, UMDNJ. Acceptable forms of performance security are as follows:

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,
A certified or cashier's check drawn to the order of the Treasurer, UMDNJ; or,
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.

10.6 Performance Guarantee of Contractor

The Contractor hereby certifies that:

- 5.5.1 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.

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

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.

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

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.

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

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.

5.11 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.

5.12 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.

5.13 Auditing

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the performance of all services provided to the UMDNJ. All records so maintained shall be in accordance with Generally Accepted Accounting Principles (GAAP), SSAE 16 and other procedures specified by UMDNJ. The Contractor shall maintain for all accounts appropriate ledger records that reflect the original balance, additional charges, adjustments, collections, commissions and all payments received in order to settle disputes that arise from the services, including any collection activities and to provide a clear audit trail for UMDNJ. The Contractor shall maintain books, records, documents and other evidence pertaining to the administrative costs and expenses of the contract to properly reflect all revenues, all direct and apportioned net costs, and all other costs and expenses which relate to the performance of the contract. All documentation and/or correspondence shall be maintained by the Contractor in a case file or on an automated system approved by UMDNJ. UMDNJ and/or its authorized representatives shall have the right to access all records that pertain to work performed under this contract. This includes UMDNJ's right to access financial and accounting records that support the Contractor's billing for services provided at any time during the contract period and for three (3) years from the expiration date and final payment on said contract. All records of the Contractor relating to this contract shall be retained for five (5) years following the date of final payment under this contract. Nothing in this contract shall be construed to permit or authorize the Contractor to destroy or eliminate documents, records or files in violation of any statute or rule governing the Contractor's retention of records.

If the Contractor is providing services under the contract with the University, then Contractor is required to have an annual SSAE 16 audit of its internal controls. This audit must report both on controls placed in operation and on tests of the operating effectiveness of the systems that run the Contractor's applications or transactions. The annual tests must correspond with each of the University's fiscal year, which is the twelve-month period ending June 30. Audit reports should be sent to the University Internal Audit Department and to the University's Supply Chain Management Department no later than 30 days after the report is issued to Contractor.

5.14 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.

5.15 Computation of Time

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

5.16 Warranty of Supplies

5.10.1 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.

5.10.2 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.

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.

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.

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.

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.

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

5.10.8 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.

5.10.9 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.

5.13 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.

5.14 Inspection and Tests

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

5.13 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 Executive Director of

Materials 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.

5.14 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. 52:130-13i., 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:

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

Name of Firm: _____

Accepted by: _____

Printed Name and Title: _____

Date: _____