

REQUEST FOR PROPOSAL (RFP)

TITLE: **PROVIDE WASTE REMOVAL SERVICES UNIVERSITY-WIDE.**

RFP NUMBER: **P12-070**

DATE ISSUED: **March 23, 2012**

DUE DATE: **May 4, 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
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 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to enter into a contract for waste removal services University Wide which will include the supply of equipment and it's maintenance and repair.

1.1.2 Intent

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

1.2 Background

The Department of Physical Plant Services is a service-oriented department of the University of Medicine and Dentistry of New Jersey (UMDNJ). It was established to assist the University to effectively provide safe, comfortable physical conditions for the University community and visitors. Below are the building names, locations, equipment and the pick-up schedules for the sites listed.

Newark Campus Building Names and Locations-Essex County	Pick Up Schedule, Dumpster Size and Type
University Hospital Building (UH)- 185 South Orange Avenue, Newark, NJ	One new (1) forty (40) yard container and compactor supplied by the Contractor. The container must be picked up on Monday, Wednesday and Friday before 7:00AM and returned by 9:00A.M. There were a total of one hundred sixty (160) pick-ups made last year. Two (2) thirty (30) yard open roll off containers supplied by the Contractor. There were a total of seventy-five (75) pick-ups made last year. *Note: Drivers must past thru a security guard for access to the Building.

ACC Building (ACC) 130 Bergen Street, Newark, NJ	One (1) twenty (20) yard container and self contained compactor supplied by the Contractor. The container must be picked up once a week. There were a total of fifty-two (52) pick-ups made last year.
Behavioral Health Science Building (BHSB) 183 South Orange Avenue, Newark, NJ	One (1) thirty (30) yard container and self contained compactor supplied by the Contractor. The container must be picked up every sixth (6 th) Monday. There were a total of twelve (12) pick-ups made last year.
Doctors Office Center Building (DOC) 90 Bergen Street, Newark, NJ	One (1) thirty (30) yard container and self contained compactor supplied by the Contractor. The container must be picked up before 7:00A.M. on the first Tuesday of every month. There were a total of twelve (12) pick-ups made last year.
Stanley S. Bergen. Building (SSB) 65 Bergen Street, Newark, NJ	One (1) thirty (30) yard container and self contained compactor supplied by the Contractor. The container must be picked up as requested. There were a total of fifteen (15) pick-ups made last year.
International Center for Public Health Building (ICPH) 225 Warren Street, Newark, NJ	One (1) thirty (30) yard container and self contained compactor supplied by the Contractor. The container must be picked up as requested. There were a total of fifteen (15) pick-ups made last year. *Note: Building has a security gate which has to be opened before a pick-up can be made.
Power Plant 295 Norfolk Street, Newark, NJ	One (1) thirty (30) yard and One (1) eight (8) yard open roll off containers supplied by the Contractor and to be picked up as requested. There were a total of seventy-five (75) pick-ups made last year. *Note the building has a security gate which needs to be opened before a pick-up can be made.

EMS Building 150 Cabinet Street, Newark, NJ	One (1) eight (8) yard rear loader supplied by the Contractor. The container must be pulled 12 times a month. There were a total of one hundred forty-four (144) pick-ups made last year. One (1) six (6) yard rear loader supplied by the Contractor. The container must be pulled 8 times a month. There were a total of ninety-six (96) pick-ups made last year.
Transportation Garage 181 Littleton Street, Newark, NJ	One (1) eight (8) yard rear loader supplied by the Contractor. The container must be pulled four (4) times a month. There were a total of forty-eight (48) pick-ups made last year.
Scotch Plains Campus: Building Names and Locations-Union County	Pick Up Schedule, Dumpster Size and Type
School of Health Related Professionals Building: 1776 Raritan Road, Scotch Plains, NJ	One (1) eight (8) cubic yard container supplied by the Contractor. The container must be emptied as requested. There were a total of sixty (60) pick-ups made last year.
Piscataway Campus: Building Names and Locations-Middlesex County	Pick Up Schedule, Dumpster Size and Type
RWJMS Research Tower 675 Hoes Lane, Piscataway, NJ	One (1) - thirty 30 yard self-contained (compactor) supplied by the Contractor.. The container must be picked-up and emptied as requested. There were a total of fifty-two (52) pick-ups made last year.
University Behavioral Health Care Center 671 Hoes Lane, Piscataway, NJ	One (1) forty (40) yard container (open box) supplied by the Contractor. The container must be picked up and emptied as requested. There were a total of ten (10) pick-ups made last year.
Children's Transitional Residence Center 653 Hoes Lane, Piscataway, NJ	One (1) six (6) yard container supplied by the Contractor. The container must be emptied every Thursday. There were a total of fifty-two (52) pick-ups made last year.

151 Centennial Drive 661 Hoes Lane, Piscataway, NJ	One (1) six (6) yard container supplied by the Contractor. The container must be emptied on Tuesday and Thursday of every week. There were a total of one-hundred and four (104) pick-ups made last year.
RWJMS Research School of Public Health 683 Hoes Lane, Piscataway, NJ	One (1) thirty (30) yard self-contained compactor supplied by the Contractor. The container must be emptied as requested. There were a total of twelve (12) pick-ups made last year.
New Brunswick Campus: Building Names and Locations-Middlesex County	Pick Up Schedule, Dumpster Size and Type
Eric B. Chandler Health Center 277 George Street, New Brunswick, NJ	One (1) six (6) yard dumpster supplied by the Contractor. The container must be picked up every Tuesday and Thursday. There were a total of were one-hundred and four (104) pick-ups made last year.
Cancer Institute Of New Jersey 195 Little Albany, New Brunswick, NJ	One (1) thirty (30) yard self-contained compactor supplied by the Contractor. The container must be emptied as requested. There were twelve (12) pick-ups made last year.
Clinical Academic Building 125 Paterson Street, New Brunswick, NJ	One (1) thirty (30) yard self-contained (compactor) supplied by the Contractor. The container must be emptied as requested. There were twenty (20) pick-ups made last year. One (1) thirty (30) yard (open box) container supplied by the Contractor. The container must be picked up and emptied as requested. There were ten (10) pick-ups made last year.

Child Health Institute of NJ 89 French St., New Brunswick, NJ	One (1) thirty (30) yard self-contained (compactor) supplied by the Contractor to be emptied as requested. There were ten (10) pick-ups made last year. One (1) thirteen (13) yard self-contained (compactor) owned by the University. The container must be emptied as requested. There were ten (10) pick-ups made last year.
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Somerset Campus: Building Names and Locations Somerset County	Pick Up Schedule, Dumpster Size and Type
1 Worlds Fair Drive, UMDNJ University Behavioral Healthcare, UMDNJ Robert Wood Johnson Medical School Family Medicine Somerset, NJ	One (1) six (6) yard container supplied by the Contractor. The container must be picked up every Thursday. There were fifty-two (52) pick-ups made last year.
Monmouth Junction, 4326 US Highway 1, Monmouth Junction, NJ	One (1) six (6) yard container supplied by the Contractor. The containers must be picked up on Monday and Thursday of each week. There were fifty-two (52) pick-ups made last year.

Stratford/Camden Campuses: Building Names and Locations. Camden County	Pick Up Schedule, Dumpster Size and Type
Education and Research Building 401 Haddon Avenue Camden, NJ 08103	One (1) thirty (30) yard container and self contained compactor supplied by the Contractor and to be picked up as requested. There were fourteen (14) pick-ups made last year.
EMS Building 1000 S. 10th Street Camden, NJ	One (1) eight (8) yard container supplied by the Contractor. The container must be emptied each Wednesday. There were fifty-two (52) pick-ups made last year.
Academic & Wellness Center 1 Medical Center Drive Stratford, NJ	One (1) (30) yard container and self contained compactor supplied by the Contractor and to be picked up as requested. There were fourteen (14) pick-ups made last year.

Science Center 2 Medical Center Drive Stratford, NJ	One (1) (20) yard open topped container supplied by the Contractor and to be picked up as requested. There were ten (10) pick-ups made last year.
University Behavioral Health Care Cherry Hill Partial Hospital Program 1886 Greentree Road Cherry Hill, NJ	One (1) (4) cubic yard container supplied by the Contractor and to be picked up every Friday. There were fifty-two (52) pick-ups made last year.

***Note: The number of pick-ups listed above are a estimates only and may vary depending on the time of year and the garbage generated.**

1.2.8 The locations generate waste in the approximate amounts listed below:

<u>CAMPUS</u>	<u>Type</u>	<u>Tons</u>	<u>Annual Cost</u>
Newark Campus & Scotch Plains	Regular*	1,789	\$ 357,800
	Medical*	549	\$ 439,200
	Universal*	22.5	\$ 12,000
<u>Central Campuses:</u>			
Piscataway Campus	Regular**	680	\$102,908
New Brunswick Campus	Medical**	495	\$ 69,000
Somerset	Universal**	10	\$ 4,600
<u>Southern Campuses:</u>			
Stratford Campus	Regular***	120	\$ 27,598
Camden Campus	Medical***	63	\$ 13,640
	Universal***	1	\$ 668

* Scotch Plains is included in the Newark Campus numbers.

** Piscataway, New Brunswick and Somerset are combined as Central Campuses.

*** Stratford and Camden are combined as Southern Campuses.

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

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2.1 Site Visits

Three (3) mandatory Site Visits have been scheduled for this procurement. The purpose of the Site Visits is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements. The bidders will only visit sites which have self contained compactors noted in section 1.2 of the RFP. The bidders must attend the site visit for the Campus-County they are bidding on. The date, time and location for the Newark/Scotch Plains Campus Essex/Union Counties is:

DATE: April 9, 2012

TIME: 10:00 AM

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

The date, time and location for the Piscataway, New Brunswick and Somerset Campuses-Middlesex/ Somerset Counties is:

DATE: April 10, 2012

TIME: 10:00 AM

LOCATION: UMDNJ, UMDNJ KESSELER TEACHING LAB, 1ST FLOOR CAFETERIA, 675 HOES LANE , PISCATAWAY, NJ

The date, time and location for the Stratford and Camden Campuses-Camden County is:

DATE: April 11, 2012

TIME: 10:00 AM

LOCATION: UMDNJ, ACADEMIC & WELLNESS CENTER, 1ST FLOOR CAFETERIA, #1 MEDICAL CENTER DRIVE, STRATFORD, NJ

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

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

1.3.3.1 Mandatory Pre-Bid Conferences

Three (3) mandatory Pre-Bid Conferences have been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conferences is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The bidders must attend the Pre-Bid Conference for the Campus-Counties they are bidding on.

The date, time and location for the Newark/Scotch Plains Campuses-Essex/Union Counties is as follows:

DATE: April 9, 2012
TIME: Immediately After the Mandatory Site Visit
LOCATION: UMDNJ, DEPARTMENT OF PHYSICAL PLANT, ADMINISTRATION BUILDING #1, ROOM 122, PHYSICAL PLANT CONFERENCE ROOM, 30 BERGEN STREET, NEWARK, NJ

The date, time and location for the Piscataway, New Brunswick and Somerset Campuses-Middlesex/Somerset Counties is as follows:

DATE: April 10, 2012
TIME: Immediately After the Mandatory Site Visit
LOCATION: UMDNJ, UMDNJ KESSELER TEACHING LAB, 1ST FLOOR CAFETERIA, 675 HOES LANE , PISCATAWAY, NJ.

The date, time and location for the Stratford and Camden Campuses-Camden County is as follows:

DATE: April 11, 2012
TIME: Immediately After the Mandatory Site Visit
LOCATION: UMDNJ, ACADEMIC & WELLNESS CENTER, 1ST FLOOR CAFETERIA, #1 MEDICAL CENTER DRIVE, STRATFORD, NJ

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

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

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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 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/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.

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.

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

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

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

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

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

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

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

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

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

“Vice President”- Vice President Of Supply Chain Management.

2.1 Contract Related Definitions

“Type 10 Waste” Municipal (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings.

“Type 13 - Bulky Waste”: Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.

“Type 13C - Construction and Demolition Waste”: Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and nonferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.

“A901 License”-is a license that The Department of Environmental Protection (NJDEP) requires for ALL **solid, medical and hazardous waste transporters** prior to transporting or disposing of waste in New Jersey. N.J.S.A. 13:1E-1 et. seq., N.J.A.C. 7:26-3.2 and N.J.A.C. 7:26G-7.

“Certificate of Public Convenience”- is a certificate from a Public Board or Commission required by a Federal or State Statute before engaging in certain public undertakings or services to protect existing franchises against injurious competition.

3.0 Scope of Work

The University of Medicine and Dentistry is seeking competitive proposals for trash removal services university-wide. The Contractor may bid on one or all of the Campuses located in the counties noted in Section 1.2 of the RFP. The Contractor must also supply all of the equipment listed in section 1.2 of the RFP along with regular maintenance and repair services.

3.1 Project Manager

The UMDNJ Physical Plant Manager is the contact for the Contractor and will be designated by the Department of Physical Plant.

3.2 Equipment

The Contractor must supply all of the equipment listed in section 1.2 of the RFP. The equipment must be in good working order with no rust, visible holes, evident structural weaknesses or gaps which causes ejection of trash onto the floor. The equipment must be cleaned and deodorized periodically or as directed by the Physical Plant Manager. The Contractor will be responsible for maintaining their equipment on all campuses. Any defect or breakdown of equipment that occurs repeatedly must be replaced at the Contractor's expense. In the event a piece of equipment needs be removed from the campus, the Contractor must provide a suitable substitute at no cost to the University. The repairs on the equipment must be done in an expeditious manner. The Contractor must supply a monthly report to detail the equipment history. The report may be in written or electronic format and forwarded to the Physical Plant Manager. All containers with self contained compactors must have an accessible and clearly visible hydraulic pressure gauges for determining the approximate amount of waste in the container. There must also be a diagram located close to the gauge which explains the readings.

3.3 Scheduling

The Contractor must set up a schedule for collections with the Physical Plant Manager at the sites listed in section 1.2 of the RFP. They may be done 7:00 A.M through 5:00 P.M Monday through Friday. In the event the regular pick up falls on a holiday, the Physical Plant Project Manager may require the Contractor to make a pick up on that day or on the following day. The Contractor may also be required to make additional unscheduled pick-ups as needed. The Contractor must respond to unscheduled pick up requests in twenty-four (24) hours.

3.4 Type of Trash

The Contractor will be required to pick up Type Ten (10) or Type Thirteen (13) solid waste as defined by the Department of Environmental Protection. UMDNJ has a separate contract for

medical waste, chemical waste and recycling. The Contractor may also be required to remove construction materials on as needed basis.

3.5 Certifications

The Contractor must obtain and maintain in full force and affect all required licenses, permits and all authorizations necessary to perform this contract and is subject to Department of Environmental Protection and Department of Transportation regulations. The Contractor should supply current copies of the documents with their Bid submission. The items to include, but not limited to are a valid up-to-date A901 license, a valid Certificate of Public Convenience and Necessity (CPCN) and valid Solid Waste Transporter Registration. The submission of these documents is a requirement before award of the contract.

3.6 Safety

3.6.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

3.6.2 The Contractor must take all reasonable precautions for safety and must provide reasonable protection to prevent damage, injury or loss to all employees assigned to work on UMDNJ premises and all other persons who may be affected.

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

3.6.4 The Contractor must give immediate notice to the Physical Plant Manager of any condition which the Contractor discovers that may present a hazard to University visitors or employees.

3.6.5 The Contractor must not block building entrances, roadway entrances, curb cuts, bus stops, patient parking spaces or adjacent properties with their equipment.

3.6.6 The Contractor must close all lids on the trash receptacles after the removal of trash.

3.6.7 The Contractor must pick up all trash spilled during the collection or removal process.

3.6.8 The Contractor must pay special attention to low overhangs or height limits at certain areas of the University.

3.7 Disposal Certification

The Contractor must supply certification that the waste removed from the University property was taken to a dump, waste transfer station or incinerator and disposed of in a legal manner. The

receipt must show the date the waste was dropped off, weight of the load, destination and should be submitted to the Physical Plant Manager.

3.8 Laws

The Contractor must adhere to the provisions of the New Jersey State Solid Waste Management Laws, PL1975, Chapter 326 and all amendments. The Contractor must also comply with the District Solid Waste Management Plan of the applicable County and any franchises granted by the Department of Environmental Protection. Any Contractor who fails to comply with the provisions contained herein shall be deemed to be in violation of N.J.S.A. 48:13a-1et. Seq. and shall be subject to the provisions of these and all other applicable laws and regulations.

3.9 Waste Plan

The Contractor must provide, to the Physical Plant Manager, a detailed waste plan in section 7.2 of the RFP for all of the sites in section 1.2 of the RFP. The plan must include where the waste is picked up, the drop off site and an approximate time frame for services.

3.10 Equipment Installation Schedule

The Contractor must provide, to the Physical Plant Manager, a detailed equipment installation schedule in section 7.3 of the RFP for all of the sites in section 1.2 of the RFP. The plan must include the time frame needed to obtain the equipment and when it will be installed. Note if any problems are noted during the site visit please note if it will delay installation on the schedule.

3.11 Waste Compactor Monitoring System

The Contractor may be required to supply a waste compactor monitoring system for their self-contained compactors.

- 3.11.1 The system must electronically monitor the fullness level of the compactor container, using on-site hardware.
- 3.11.2 The Contractor must offer a wireless connection for sites with no phone lines present in the area of the compactor and enable the system to operate without standard telephone lines.
- 3.11.3 The system must have remote programmable “Full” call-out level, using hydraulic pressure, exclusively.

- 3.11.4 The Compactor information must be available on an internet-based compactor monitoring site and display the status of one (1) or one hundred (100) compactor containers on a web site accessible by the University.
- 3.11.5 The system must provide the following: secure, password access to compactor data on any standard web browser, automatically provide pick-up notifications via e-mail to one or more recipients. The Contractor's web site must have interactive capability to change full and empty pick-up pressure settings along with required consecutive pressure readings to determine full and empty status.
- 3.11.6 The Contractor's website must provide two (2) updates per day regarding the current status of compactor fullness levels, hauler pick-up times and dates, a list of compactors which need to be emptied and verification of compactors which have been emptied.
- 3.11.7 The Contractor's website must provide screen reports which can be sorted by compactor site, region, hauler or account and be able to download reports into windows programs such as Excel. In addition the website must be able to analyze how the compactor is operating and report maintenance needs, as well as provide historical data from inception through end of contract, or a mutually agreeable date.
- 3.11.8 The system must have the following features: digital pressure transducer with snubber (hydraulic surge protector), built-in board level PC, built-in RS232 port, programmable spare inputs and outputs, power filter with surge protection, on-board LED status lights, non-volatile memory to prevent any data loss in case of power failure, reconnect feature to ensure calls go through, system intelligence to eliminate false "full" calls readings caused by jams and temporary pressure surges, for disaster and power outages, the system must have redundancy to guard the system from failure.
- 3.11.9 The system must operate on 120 VAC, 60 HZ and ½ amps, function in temperatures from -40 F to +140F degrees, be enclosed in a Nema weatherproof steel enclosure with hasp for locking, safety listed with UL (Underwriters Laboratories), operate with a standard line with a RJ-11 jack or wireless connection.
- 3.11.10 The enclosure must have an LED fixed to it that will light to indicate that a 'Full ' report has been generated and sent to a designated recipient.

3.11.11 The equipment belongs to the Contractor who will be responsible for the maintenance, repairs and replacement.

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

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

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

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

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

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

In the event of a conflict between the provisions of this RFP, including UMDNJ's Standard Terms and Conditions and the Special Terms and Conditions contained in this Section, and any addendum to the RFP, the addendum shall govern. A copy of the Standard Terms and Conditions are 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 Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Vice President, through the University's Project Manager.

4.9 Substitution or Addition of Subcontractor(s)

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

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

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

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

4.10 Ownership of Material

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

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

4.11 Data Confidentiality

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

4.12 News Releases

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

4.13 Advertising

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

4.14 License and Permits

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

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

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

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

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

All invoices must be approved by UMDNJ before payment will be authorized. **The Contractor must charge one price for their service and must include all costs for their service including fuel surcharge.**

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

4.17 Additional Work and/or Special Projects

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

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

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

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

4.18 Option to Reduce Scope of Work

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

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

4.19 Suspension of Work

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

4.20 Change in Law

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

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

4.25 Material Safety Data Sheets

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

4.26 Contractor's Personnel

4.26.1 Direct Management of Personnel

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

4.26.2 Employees of the Contractor

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

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

4.26.3 Employee Conduct

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

Contractor's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the University or any other University employees. The Contractor's personnel shall be required to work in a harmonious manner with University employees as well as outside contractors, if applicable. Nothing contained in this

RFP shall be construed as granting the Contractor the sole right to supply personal or contractual services required by the University.

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

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

4.26.4 Criminal Background Check

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

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

4.27 **Licenses and Permits**

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

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders 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 his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation the State Treasurer shall disqualify the Business Entity from award of such contract.

4.29 New Jersey Election Law Enforcement Commission Requirement

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

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

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

5.5.4 Set-Aside Contracts

Not applicable under this contract.

5.5.5 Bid Bond

Not applicable under this contract.

5.5.6 Business Associate Agreement

Not applicable under this contract.

5.5.7 Business Registration Notice

5.5.7 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions Pursuant to the requirements of Public Law 2005, c.51, and

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

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

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

5.6 Section 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 installation schedule.

6.3.2 The bidder's waste plan.

6.3.3 The bidder's documented experience in servicing large multi-location accounts including schools and hospitals.

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

6.3.5 The 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. The contract award will be based on price and other factors.

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: (____)-____-____

[illegible]

(Use additional pages if Necessary)

This image shows a full page of blank, lined paper. It features approximately 28 horizontal black lines spaced evenly apart, typical of notebook paper. The lines extend across the entire width of the page, leaving small margins at the top and bottom. There are no vertical lines, text, or other markings present.

(Use additional pages if Necessary)

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. Please include the number of locations which are serviced:

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. Please include the number of locations which are serviced:

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. Please include the number of locations which are serviced:

Request for Proposal: PROVIDE WASTE REMOVAL SERVICES UNIVERSITY-WIDE
(RFP #P12-070)

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. Please include the number of locations serviced:

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

FEE PROPOSAL FORM

RFP #P12-070

Total, firm, fixed cost per ton for providing material, equipment and services contained in Section 3.0:

8.1 Newark Campus-Essex County

#1 Administration Complex Building: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#2 Stanley S. Bergen, Jr. Building: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#3 University Hospital Building : \$ _____ ton

Pick up and Return Container: \$ _____ ea

#4 Emergency Medical Services: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#5 Doctors Office Center: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#6 BHSB Building: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#7 Transportation Garage: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#9 Power Plant: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#10 ICPH Building: \$ _____ ton

Pick up and Return Container: \$ _____ ea

***The Contractor must charge one price for their service and must include all costs for their service.**

8.2 Scotch Plains Campus-Union County

#1 Scotch Plains SHRP: \$ _____ ton

Pick up and Return Container: \$ _____ ea

*** The Contractor must charge one price for their service and must include all costs for their service.**

8.3 Piscataway/New Brunswick Campuses-Middlesex County

#1 RJMS Research Tower & Addition: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#2 University Behavioral Health Care Center North \$ _____ ton

Pick up and Return Container: \$ _____ ea

#3 Children's Transitional Residence Center: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#4 151 Centennial Drive: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#5 RJMS Research School of Public Health: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#6 Eric B. Chandler Health Center: \$ _____ ton

Pick up and Return Container: \$ _____ ea

#7 Cancer Institute of New Jersey 5 Story: \$ _____ ton

Pick up and Return Container:	\$ _____ ea
#8 Clinical Academic Building:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea
#9 Child Health Institutional Residence:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea
#11 World's Fair Drive:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea
#12 Monmouth Junction:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea

***The Contractor must charge one price for their service and must include all costs for their service.**

8.4 Camden/Stratford Campuses-Camden County

#1 E&R Building, Camden:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea
#2 Academic & Wellness Center:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea
#3 EMS Camden:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea
#4 Science Center:	\$ _____ ton
Pick up and Return Container:	\$ _____ ea

8.5 In addition provide pick up and return pricing below for each location to accommodate out of the ordinary needs for the Newark Campus-Essex County.

- 1) Flat fee for a 30 cu. yd. open rolloff container for Type 10 & 13 waste: \$_____ea.**
- 2) Flat fee for a 20 cu. yd. open rolloff container for Type 10 & 13 waste: \$_____ea.**
- 4) Flat fee for 20 cu. yd. open roll-off container for masonry: \$_____ea.**
- 5) Flat fee for 10 cu. yd. open roll-off container for masonry: \$_____ea.**
- 6) Flat fee for 20 cu. yd. open roll-off container for landscaping materials: \$_____ea.**
- 7) Flat fee for 8 cu. yd. bin: \$_____ea.**
- 8) Flat fee for 6 cu. yd. bin: \$_____ea.**
- 9) Flat fee for 2 cu. yd. bin: \$_____ea.**
- 10) Waste Monitoring System Rental \$_____/Month**

*** The Contractor must charge one price for their service and must include all costs for their service.**

8.6 In addition provide pick up and return pricing below for each location to accommodate out of the ordinary needs for the Scotch Plains Campuses-Union County.

- 1) Flat fee for a 30 cu. yd. open roll-off container for Type 10 & 13 waste: \$_____ea.**
- 2) Flat fee for a 20 cu. yd. open roll-off container for Type 10 & 13 waste: \$_____ea.**
- 5) Flat fee for 20 cu. yd. open roll-off container for masonry: \$_____ea.**
- 5) Flat fee for 10 cu. yd. open roll-off container for masonry: \$_____ea.**
- 6) Flat fee for 20 cu. yd. open roll-off container for landscaping materials: \$_____ea.**
- 7) Flat fee for 8 cu. yd. bin: \$_____ea.**
- 8) Flat fee for 6 cu. yd. bin: \$_____ea.**
- 9) Flat fee for 2 cu. yd. bin: \$_____ea.**
- 10) Waste Monitoring System Rental \$_____/Month**

*** The Contractor must charge one price for their service and must include all costs for their service.**

8.7 In addition provide pick up and return pricing below for each location to accommodate out of the ordinary needs for Piscataway New Brunswick-Middlesex County Campuses

- 1) Flat fee for a 30 cu. yd. open roll-off container for Type 10 & 13 waste: \$_____ea.
- 2) Flat fee for a 20 cu. yd. open roll-off container for Type 10 & 13 waste: \$_____ea.
- 6) Flat fee for 20 cu. yd. open roll-off container for masonry: \$_____ea.
- 5) Flat fee for 10 cu. yd. open roll-off container for masonry: \$_____ea.
- 6) Flat fee for 20 cu. yd. open roll-off container for landscaping materials: \$_____ea.
- 7) Flat fee for 8 cu. yd. bin: \$_____ea.
- 8) Flat fee for 6 cu. yd. bin: \$_____ea.
- 9) Flat fee for 2 cu. yd. bin: \$_____ea.
- 10) Waste Monitoring System Rental \$_____/Month

*** The Contractor must charge one price for their service and must include all costs for their service.**

8.8 In addition provide pick up and return pricing below for each location to accommodate out of the ordinary needs for Stratford/Camden Campuses-Camden County.

- 1) Flat fee for a 30 cu. yd. open roll-off container for Type 10 & 13 waste: \$_____ea.**
- 2) Flat fee for a 20 cu. yd. open roll-off container for Type 10 & 13 waste: \$_____ea.**
- 7) Flat fee for 20 cu. yd. open roll-off container for masonry: \$_____ea.**
- 5) Flat fee for 10 cu. yd. open roll-off container for masonry: \$_____ea.**
- 6) Flat fee for 20 cu. yd. open roll-off container for landscaping materials: \$_____ea.**
- 7) Flat fee for 8 cu. yd. bin: \$_____ea.**
- 8) Flat fee for 6 cu. yd. bin: \$_____ea.**
- 9) Flat fee for 2 cu. yd. bin: \$_____ea.**
- 10) Waste Monitoring System Rental \$_____/Month**

*** The Contractor must charge one price for their service and must include all costs for their service.**

9.1 DOCUMENTS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

- Ownership Disclosure Form
- MacBride Principle Certification

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
- A901 License
- Certificate of Public Convenience (CPCN)
- Solid Waste Transporter Registration
- 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

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing 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: PROVIDE WASTE REMOVAL SERVICES UNIVERSITY-WIDE
(RFP #P12-070)

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