

**REQUEST FOR PROPOSAL (RFP)**

TITLE: GENERAL CONTRACTING SERVICES

RFP NUMBER: UH-P24-003

DATE ISSUED: August 8, 2023

DUE DATE: September 14, 2023

TIME: 2:00 P.M.

LOCATION: **UNIVERSITY HOSPITAL  
DEPARTMENT OF PURCHASING SERVICES  
65 Bergen Street, 12<sup>th</sup> Floor  
Newark, New Jersey 07103**

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

**PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP #UH-P24-003 for General Contracting Services**

A) First, always remain aware of the concept that this is a public sector bid, not private sector. The underlying premise of all public procurements is to keep a “level playing field” for all bidders so that competition will be fair among all that participate. This sometimes means that rules and requirements might seem arbitrary or even meaningless to a bidder experienced in the private sector. Those reactions, however valid, are not relevant to those evaluating the proposal submissions. There are parameters that must not be breached, and the evaluators and Purchasing Services will be obligated to stay within them. Simply put, there are certain requirements that must be met for an award to be issued. Some examples:

- 1) The bid proposal must be signed
- 2) The bid proposal must have been submitted to Purchasing Services by the prescribed opening time and date.
- 3) Submit all required documents – see Sections 1.0, 3.0, 5.0, 8.0, and 9.0.
- 4) Any changes in pricing written within the bid, (white outs, etc. **must be initialed** by the bidder.
- 5) Outside of procedural questions (e.g. directions to Newark) all questions must be posed using the protocol established within the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to another bidder.
- 6) UH payment terms are 45-days. If a proposal takes exception to that aspect of the RFP, most often the proposal will be determined to be non-responsive. UH will accept shorter payment terms with additional discounts – e.g. 2%/15 days.
- 7) Insurance requirements – make any objections known immediately, **before bid opening**.
- 8) Bid submission - A submitted bid **must** be in a **sealed** package.
- 9) Identification of the Bid package - The package sent in must be labeled as stated in the RFP to prevent potential loss or accidental opening.
- 10) Bidder responsibility - Purchasing Services is not responsible for any bids that arrive late because of courier service errors. **Send the bid for an arrival a day or two earlier than mandated and then track it! A late bid will be disqualified.**

B) **Forms** – Problems with forms are a primary cause of bid rejection. The premise regarding them is relatively simple: if you have them completed, make sure that they are submitted with the proposal, if you don’t have them, get them, complete them, and then submit them with the proposal. **Section 9.0** of the RFP describes all of what is required but some problem areas are:

- 1) The New Jersey State Business Registration – it does not have to be submitted with the bid, **but the bidder MUST have registered with the state of New Jersey BEFORE any contract can be awarded.** Registration often takes some time. If you are not registered, start the process immediately!

- 2) 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.
- 3) The Affirmative Action (AA) Certificate – Up until three years ago, the AA 302 form which provides racial and ethnic hiring and working statistics was the only AA document required to be submitted with a bid proposal. Currently AA requires, along with the AA 302 Form, certification of its submission to the state. That certification requires a \$150.00 fee to be sent to the state. Without certification you will not necessarily be disqualified, but you will not be eligible for award until UH receives evidence that the certification has been granted by the state. Links to AA to obtain certification are in Section 9.0 of the RFP.
- 4) Two Year Chapter 51 Forms – These forms are no longer required for publicly bid contracts.
- 5) Business Associates Agreement - Any deviation from UH Business Associate Agreement **may** be accepted but because of the process and legal review, any potential award will be delayed significantly.
- 6) MacBride Principles Certification – The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 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. Please refer to the State of NJ N.J.S.A. 52:34-12.2 for additional information about the Mac Bride principles.

By signing the RFP Signatory Page, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

- 7) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A

Bidder's failure to submit the completed and signed form will preclude the award of a contract to Bidder.

- C) **Exceptions** – Exceptions to the specifications contained within the RFP are the most serious form of non-compliance/non-responsiveness. Whereas some of the above are mistakes for which potential cures may be offered, material exceptions have one cure – withdrawal of the exception. Evaluators will look at all exceptions to see if any may be determined to be non-material deviations which would give no advantage to the bidder. Usually exceptions give advantage to the bidder over its competitors and without withdrawal the bidder will ultimately be disqualified.

**REVIEW:**

- 1) Read and understand the entire RFP
- 2) Follow instructions as presented in the RFP
- 3) Sign everything that requires signing
- 4) Enclose all required documents and forms in your bid package
- 5) Label the bid package correctly
- 6) Submit the bid package ahead of time
- 7) Take no exceptions

# **1. INFORMATION FOR BIDDERS**

## **1.1. Purpose and Intent of the Procurement**

### **1.1.1. Purpose**

This Request for Proposal (RFP) is issued by the University Hospital (UH), Department of Purchasing Services on behalf of the Department of Support Services and the Physical Plant.

The University Hospital (UH) invites general contracting firms to submit a written Statement of Qualifications for providing complete General Contracting (GC) services for future projects for University Hospital or satellite locations. Projects may include any number of healthcare, academic/administrative, or infrastructure/utilities projects. Projects may be located in facilities owned or leased by the University Hospital.

In the near future, UH anticipates awarding contracts for the following projects: Outpatient practice relocations/consolidations for Orthopedics, Cardiology, Hepatology & Infectious Disease groups; Inpatient Radiology renovations; ICU room upgrades, OR Expansion, and cafeteria upgrades.

Specifically, it is UH's intent to select GC firms most qualified in the disciplines of general contracting to establish a list of pre-qualified firms who will then be asked to submit a proposal for GC services for specific projects as they are approved for construction. It is UH's intent to award contracts for general contracting services in each of four (4) fee ranges. The fee ranges are: 1) \$250,000 and less for any one project; 2) \$250,001 - \$750,000 for any one project; 3) \$750,001 - \$1,500,000 for any one project; and 4) \$1,500,001 and above for any one project. Bidders must submit the Fee Range Matrix (Attachment C) with the RFP response.

University Hospital anticipates that future projects may include three (3) facility types. These facility types are not intended to be formal, narrowly defined categories, but rather to generally describe types of projects. Below is a brief description of the categories.

#### HealthCare Projects

The projects will involve a facility licensed by the New Jersey Department of Health and/ that may require Plan Review by the New Jersey Department of Health and/or the Department of Community Affairs/HealthCare Plan Review Unit, and/or may involve a Rutgers Medical School (RBHS) faculty practice. This type of project requires an in-depth knowledge of healthcare related codes, standards and regulations.

Certain facilities related to healthcare, but not subject to licensure, will also fall within this category. Examples include, but are not limited to, mental health facilities, dental health facilities, and RBHS faculty practice locations.

## Academic/Administrative Projects

The projects will involve any combination of offices, classrooms, teaching labs, meeting rooms, auditoria and related support spaces. These projects may require knowledge of integration of audio-visual components.

## Infrastructure / Utilities Projects

The projects involve any type of infrastructure or utility service scope, including, but not limited to, Chiller/ Boiler/ Air Handler/ Cooling Tower/ Emergency Generator/ Power Plant/ Fire Alarm Systems/ Fire Suppression Systems/ Process Water Systems/ Lab or Medical Waste Systems/ A/V Systems/ Tele/Data Fiber Optic and MDF/IDF Systems modifications, upgrades or replacement, as well as, Landscape/ Site Amenities/ Site Utilities/ Storm Water/ Parking Facilities modifications, upgrades or replacement. These projects require an in-depth knowledge of and experience with, the various Infrastructure and Utilities projects listed above.

After the lists of firms are finalized, a Date of Commencement will be established. During a period of at least three (3) but up to five (5) years starting from the Date of Commencement, UH intends to solicit proposals from and award purchase orders for General Contracting Services to firms on the lists of pre-qualified firms for each discipline.

University Hospital reserves the right to re-issue a Request for Proposal for pre-qualification of additional GC firms during the contract period if determined to be in the best interest of the hospital.

Maintenance of a list of pre-qualified firms in no way limits UH's ability to award work to firms not on the pre-qualified list. UH reserves the right to separately bid any project requiring General Contracting Services, following established UH policies and procedures, at UH's sole discretion.

A single firm may not be engaged through this selection process in more than three (3) active projects at any one time within a given fee range. If only one eligible firm is remaining in a project fee range, University Hospital reserves the right to utilize the pool of candidates from any other fee range in addition to the one remaining firm for the basis of selection. UH also reserves the right, at UH's sole discretion, to expand the pool of candidates to include GC firms from other fee ranges should UH determine that this is necessary to ensure adequate competition for a given project.

Bidders responding to this RFP must clearly demonstrate, through their technical proposal and demonstrated experience on similar projects, the capacity, capability, and experience to successfully perform the required services described in this RFP.

### 1.1.2. Intent

UH intends to establish lists of pre-qualified GC firms from which UH's Department of Support Services, the Physical Plant and additional authorized departments may solicit proposals for various projects.

UH intends to award contracts for a period of three (3) years, with two (2) one (1) year extension options, 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.

## 1.2. Background

University Hospital (UH) was separated from University of Medicine and Dentistry of New Jersey (UMDNJ), its parent organization for 31 years, by legislation that took effect in July 2013. UH is now an independent medical center and an instrumentality of the State of New Jersey. It is a principal teaching hospital of Rutgers Biomedical and Health Sciences (RBHS), which includes Rutgers New Jersey Medical School and Rutgers School of Dental Medicine.

UH is a critical statewide resource for clinical care, medical education and research; a key component of New Jersey's healthcare landscape; and important to federal, state and local legislators and other policymakers interested in advancing scientific discoveries and healthcare delivery. It is New Jersey's leading public hospital, and provides training to more future physicians than any other hospital in the state.

UH is a 519 licensed bed acute-care hospital, home to regional and statewide resources for advanced care in many medical specialties. Additional information about UH is available on our website at: <http://www.uhnj.org/about/>.

## 1.3. Key Events

### 1.3.1. Questions and Inquiries

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

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

UH, DEPARTMENT OF PURCHASING SERVICES  
65 BERGEN STREET, 12<sup>TH</sup> FLOOR SUITE #1218  
NEWARK, NEW JERSEY 07101-6750  
ATTN: Scott McGowan  
Buyer's Email: [mcgowask@uhnj.org](mailto:mcgowask@uhnj.org)

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

A non-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 non-mandatory Pre-Bid Conference. While all questions will be entertained at the Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the 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 Pre-Bid Conference as possible. This request is made so that answers can be prepared prior to the Pre-Bid Conference.

Questions should be submitted in the following format:

Page #	Section #	Question
5	1.1	What do you mean by...?

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 Hospital. Bidders shall not contact any person within the University Hospital other than the assigned buyer, directly, in person, or by telephone concerning this RFP.

**Cut-off date for questions and inquiries relating to this RFP is the conclusion of the Non-Mandatory Pre-Bid Conference.**

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

**IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED AFTER THE CUT OFF DATE. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.**

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

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

DATE: Tuesday, August 22, 2023

TIME: 1:30 P.M.

LOCATION: New Jersey Medical School, Medical Science Building Lecture Hall #B610, 185 South Orange Avenue, Newark, New Jersey 07103

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.

#### 1.3.3. Site-Visit

Not applicable to this procurement.

#### 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:

The cut-off date for questions and inquiries concerning the RFP is stated in Section 1.3.1.1. If any addendum is issued for this procurement, it will be distributed to all bidders who were sent the RFP and will be posted on the UH Bidding Opportunities webpage, which can be found here:

[https://uhnj.org/purchweb/vendors/vendor\\_current\\_bid.htm](https://uhnj.org/purchweb/vendors/vendor_current_bid.htm)

##### 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. **Notice to Bidders:** It is the responsibility of all potential bidders to check UH's web site [www.uhnj.org/purchweb/](http://www.uhnj.org/purchweb/) regularly and obtain all addenda that may be issued to bid specifications. UH is not responsible for direct distribution of addenda posted on the web site to all vendors who desire to submit a proposal.

##### 1.4.3. Issuing Office

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

UH 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. As such, all bid proposals are generally available for public inspection after contract award.

If a bidder believes that information contained in a submission should be exempt from public disclosure, the bidder should designate the information as such for the Hospital's consideration. UH reserves the right to make the final determination and will advise the bidder accordingly.

In the event of a challenge to the bidder's designation of confidential/proprietary materials, the bidder shall have sole responsibility for defending its designation and UH shall have no responsibility therefore.

#### 1.4.7. Price Alterations

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

#### 1.4.8. Joint Venture

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

#### 1.4.9. Diverse and Local Contracting

University Hospital seeks to encourage and afford opportunities to diverse and local suppliers, while ensuring that it receives the highest quality products and services at the most economical costs. University Hospital also encourages all Contractors to subcontract with small, diverse and/or local firms when feasible. Any bidder intending to subcontract with such firms should submit a plan for fulfilling this objective using the attached Diversity Subcontractor Utilization Plan. Upon contract award, any Contractor that submitted such Plan shall be required to report all payments made to small, diverse and/or local business subcontractors to UH's Office of Supplier Diversity and Vendor Development using the attached Diversity Subcontractor Utilization Report.

#### 1.4.10. Bid Bond

Not applicable to this contract.

#### 1.4.11. HIPAA Compliance

Not applicable to this contract.

#### 1.4.12. Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. This requirement extends to all named subcontractors. Proof of bidder's and subcontractors' valid business registration should be submitted by a bidder with its bid proposal. The

business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

#### 1.4.12.1. Definitions

For the purpose of the section, the following definitions shall apply:

“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 Hospital, any county college, or any local unit.

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

#### 1.4.12.2. Requirements Regarding Business Registration Form

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

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

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

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

#### 1.4.13. Deficit Reduction Act

University Hospital is committed to the prevention and detection of any fraud, waste, and abuse within University Hospital related to all health care programs, including Federal and State programs.

To this end, UH maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

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

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

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

## 2. DEFINITIONS

2.1. 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 UH, 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 Executive Director of Supply Chain Management or Chief Financial Officer.

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

“CFO” – University Hospital, Chief Financial Officer.

“Contract” – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP and UH’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 Executive Director of Supply Chain Management.

“Executive Director” – The Executive Director of Supply Chain Management; the contracting officer for UH.

“HIPAA or HITECH Act” – Health Insurance Portability and Accountability Act of 1996, 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (the “**HITECH Act**”), and regulations promulgated by the U.S. Department of Health and Human Services (the “**HHS**”) (hereinafter the “**HIPAA Regulations**” and the “**HITECH Regulations**,” respectively) and/or applicable state and/or local laws and regulations..

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

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

“President” – University Hospital, President.

“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.

“UH” – University Hospital, Newark, New Jersey.

### 3. SCOPE OF WORK

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

**If any requirements cannot be fulfilled the bidder must explain why on a separate sheet identifying the Section # and Name in Section 7.4 of the RFP.**

**The inability of a bidder to fulfill a required specification may result in the proposal being deemed non-responsive and rejected without further evaluation.**

#### **3.1 Required Services- General**

The required services provided by the Contractor shall include, but are not limited to, the following:

- 3.1.1 Project Management.
- 3.1.2 Provision of all services, labor, tools, and materials required for performance of the construction work.
- 3.1.3 Provision of Payment and Performance Bonds.
- 3.1.4 Schedule Control.
- 3.1.5 Cost Tracking and Control.
- 3.1.6 Claims Management and Prevention.
- 3.1.7 SBE/MBE/WBE Participation Monitoring (Subcontractor Status Forms).
- 3.1.8 Construction Phasing, including requirements for temporary facilities.
- 3.1.9 Demolition and legal disposal of all debris, keeping worksite safe, neat and orderly.
- 3.1.10 Excavation and Site Work (if required).
- 3.1.11 Inspection, Quality Control, and Quality Assurance.
- 3.1.12 Infection Control during Construction (if required).
- 3.1.13 Submission of Shop Drawings and other Submittals.
- 3.1.14 Submission of all necessary Safety Data Sheets.
- 3.1.15 Submission of all Utility Interruption Requests and Above Ceiling Permits.
- 3.1.16 Submission of Certified Payroll, Project Workforce / Manning Reports.
- 3.1.17 Project Close-out and Turnover.
- 3.1.18 Project Inspection and Testing (Third party inspections and testing of footings, reinforcing bars, spray fireproofing, structural steel connections and concrete).
- 3.1.19 Inspections for Substantial Completion and Final Completion.
- 3.1.20 Project Start-Up, Training and Testing.
- 3.1.21 Job Safety, Safety Program Reviews, Implementations, and Enforcement.
- 3.1.22 Preparation of initial Construction Schedule and update every two weeks (MS Project format, at a minimum).
- 3.1.23 Coordination of project to develop an orderly, controlled construction effort in a potentially fully occupied and operating work area (if required).
- 3.1.24 Coordination of Contractor-furnished fixture, furniture and equipment installation.

- 3.1.25** Coordination of project as required to ensure proper delivery and installation of all Owner-furnished items and daily disposal of all delivery debris.
- 3.1.26** Fulltime supervision of all construction work with experienced personnel.
- 3.1.27** Fulltime communication with Department of Support Services personnel.
- 3.1.28** Continuous review of drawings, specifications, schedules, and other critical information.
- 3.1.29** Coordination with UH regarding Furniture Fixtures and Equipment (FF&E) and Room Signage scheduling, numbering and installation.
- 3.1.30** Coordination of Information Services & Technology systems with UH requirements to ensure that the University's requirements are satisfied.
- 3.1.31** Full cooperation with an independent commissioning agent retained by UH (if required).
- 3.1.32** Attendance at weekly project update meetings with UH Project Manager.

The scope of services will vary according to individual project requirements, facility type, and as determined by UH. Firms may seek qualified sub-consultants and utilize same for any work scope for which they do not possess in-house expertise.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.**

Y (Yes)  N (No)

**3.2 Fee Ranges**

University Hospital has split projects into anticipated ranges of fees involving four (4) ranges. These ranges of fees are not intended to be exact ranges, but rather to describe anticipated or estimated fees. Pre-qualified firms are not limited to any single range. A firm may be pre-qualified in one, all or any number of fee ranges. Fee ranges exclude reimbursable expenses.

**3.2.1** Fee is anticipated to be less than \$250,000

The fee for all GC services for the project, including sub-contractors, is anticipated to be less than \$250,000.

**3.2.2** Fee is anticipated to be between \$250,001 and \$750,000

The fee for all GC services for the project, including sub-contractors, is anticipated to be greater than \$250,001 but less than \$750,001.

**3.2.3** Fee is anticipated to be between \$750,001 and \$1,500,000

The fee for all GC services for the project, including sub-contractors, is anticipated to be greater than \$750,000 but less than \$1,500,001.

**3.2.4** Fee is anticipated to be \$1,500,001 and above

The fee for all GC services for the project, including sub-contractors, is anticipated to be greater than \$1,500,000. Large-scale renovations, major infrastructure upgrades and specialized complex projects are usually completed for fees within this range.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2.**

Y (Yes)  N (No)

**3.3 Delivery Method/Form of Agreement**

The work will proceed under the terms of an “Agreement Between Owner and Contractor For Lump Sum” Agreement (Attachment A) and the General Conditions of the Contract for Construction attached to this RFP (Attachment B). The Department of Purchasing Services will issue a Contract Term Sheet prior to the commencement date of the Contract.

PLEASE NOTE: By signing the RFP cover sheet, the bidder agrees to the terms and conditions of Attachments A and B.

A single firm may not be engaged through this selection process in more than three (3) active projects at any one time within a given fee range. If only one eligible firm is remaining in a project category, the UH reserves the right to utilize the pool of firms from any other fee range in addition to the one remaining firm for the basis of selection, or to waive the three project cap.

For minor projects in the less than \$250,000 fee range, UH may at its sole discretion, choose to issue just a Purchase Order and Contract Term Sheet to obtain said services.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3.**

Y (Yes)  N (No)

**3.4 Required Services- Related Information**

**3.4.1 Time Definition**

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

**3.4.2 Temporary Utilities (if required)**

Temporary Utilities will be handled on a project by project basis if required. Typically, a water connection, for a standard garden hose, and 110-volt electrical outlets will be provided by UH. Within a reasonable vicinity to the project. The Contractor may connect to these outlets at no expense to the Contractor. There will be no usage fees charged to the Contractor. Any extension cords, GFCI protection, hoses, etc. shall be provided by the Contractor. Toilet facilities will not be provided by UH in most cases. There may be usage fees charged to the Contractor for temporary utilities. No other temporary utilities or services will be provided by UH. All other temporary utilities or services, trash dumpsters, phones, etc., required for completion of the work shall be provided by the Contractor.

### 3.4.3 Testing and Inspection Services (if required)

Testing and Inspection Services will be handled on a project by project basis if required. Typically, a third-party Testing and Inspection service shall be provided by University Hospital, the Construction Manager (when applicable) or the Design firm". This service shall perform inspections and testing and submit reports as required by the Uniform Construction Code. Inspections and testing required include, but are not limited to, excavation bottoms inspections, reinforcing bar inspections, spray fireproofing, structural steel connections and concrete testing. Contractor will make provisions to provide testing firm with approved submittals, contract drawings and other project correspondence related to testing and inspections. Contractor shall coordinate and allow inspectors access for material sampling and shall furnish ladders for visual inspection of the work."

### 3.4.4 Environmental Engineering Services (if required)

Environmental Engineering Services will be handled on a project by project basis if required. Typically, a third-party Environmental Engineering service shall be provided by UH. This service shall be on-call, ready to respond for inspection and testing of any questionable soil, insulation and adhesive materials of a vintage that may contain ACM, or indications, visual or otherwise of mold. If the Contractor notices any evidence of environmental concerns, such as oily-looking soil, the Contractor shall contact UH Project Manager, who will then call in the Environmental Engineering firm, who shall respond for assessment of the soil within the time frame stipulated in their contractual agreement.

### 3.4.5 Cut / Fill Material (if required)

Cut /Fill Excavation Material will be handled on a project by project basis if required. Typically, contractors shall submit proposals based on an assumption that cut material is suitable for backfill and based on an assumption that excess cut material is suitable for legal disposal off-site as a non-regulated material free from contaminants or hazardous materials. Any proposed import of fill material other than from a licensed quarry or recycler will be subject to testing for suitability in proposed use and must be within legal NJ DEP limits of scheduled contaminants. Nothing from a source classified at any point as "Historic Fill" will be allowed.

### 3.4.6 Electronic Media

Contractor should use a collaborative project management platform (Procore, Primavera etc.) for daily administration, project photos, punch list, current drawings, contacts etc. as well as FTP transmittal ability (Newforma or equivalent) to accommodate large files. Use of a contract management platform may be required by UH for particular projects, depending upon their size and complexity.

Contractor shall have the capability in-house or via consultant to perform mechanical/electrical systems location and routing coordination via BIM (Building Information Modeling) using REVIT or equal model data provided by designers and input from mechanical and electrical sub-trades. Contractor will lead MEP coordination meetings if necessary due to scope/size of work, at UH discretion. It is UH intent to use best practice in technology to streamline processes and reduce risk.

The GC may be asked to provide copies of all Contractor generated project related files to the UH Project Manager on electronic media at closeout of the project. The files shall be provided at no additional expense to the UH Project Manager and the Contractor shall not be entitled to any release or waiver as a condition of provision of the files. All documents shall be completed using most current version of Microsoft Office, AutoCAD, and Revit 3D modeling, to be determined based on project complexity.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.**

\_\_\_\_\_ Y (Yes) \_\_\_\_\_ N (No)

**3.5 STANDARDS OF PERFORMANCE**

All construction, regardless of in which category a project may fall, shall be completed consistent with requirements of the New Jersey Uniform Construction Code.

On each project, GC shall identify other Codes, Standards, and Regulations that apply to the work, and shall ensure that all work undertaken complies with the identified Codes, Standards, and Regulations. Services shall be completed and in constant review and compliance with, but not limited to the following:

- 3.5.1 New Jersey Uniform Construction Code.
- 3.5.2 Department of Community Affairs (DCA) state building requirements and DCA HealthCare requirements.
- 3.5.3 New Jersey Department of Health and Senior Services regulations for licensed healthcare facilities.
- 3.5.4 DCA Best Practices for Commercial Buildings, including, but not limited to, Risk Analysis, Vulnerability Assessment and a Risk Management Plan.
- 3.5.5 Best Practices for Creating High Performance Healing Environments, Green Guide for Healthcare web site. (<http://www.gghc.org/>)
- 3.5.6 New Jersey Storm Water Management, Freehold Soil Conservation and the Department of Environmental Protection Rules and Regulations.
- 3.5.7 Bidder shall identify other Codes and Standards that apply to the work and shall ensure that any construction undertaken complies with the identified Codes and Standards.

All construction efforts shall be completed consistent with Infection Control Risk Assessment requirements (ICRA) as promulgated and enforced by the New Jersey Department of Health and the New Jersey Department of Community Affairs HealthCare Plan Review Unit.

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

\_\_\_\_\_ Y (Yes) \_\_\_\_\_ N (No)

**3.6 Plan Review**

Unless specifically identified on a project, all construction will be subject to review and approval by the Department of Community Affairs (DCA). DCA State Buildings Plan Review Unit (DCA/SBPR)

and possibly the DCA HealthCare Plan Review Unit (DCA/HCPR) will review the documents. Permits and inspections for construction will be issued by DCA State Buildings Unit.

UH will initiate the Plan Review through the Department of Community Affairs (DCA). The project architect and/or engineer will be lead firm on UH behalf for submission, tracking, and distribution of plan approvals from the DCA. Contractor will work with design firm to obtain any plan updates to the design firm files, and to provide design delegation information related to fire alarm and fire sprinkler drawings, product data and calculations to obtain full release of fire protection permits. Contractor shall pay for permit fees, plan amendment fees, and Certificate of Occupancy fees on behalf of UH, and will be reimbursed at cost, provided DCA fee calculation back-up is provided. Contractor shall coordinate and cooperate with any third-party permit expeditor if one is hired by UH.

Contractor shall apply for building permit and all sub-code permits, including low-voltage electrical (computers, phones, nurse call, cameras, access control, CCTV, CATV, HVAC temperature control etc. in contract scope) due to strict interpretation of electrical code by DCA inspectors.

Inspections for construction will be by DCA State Buildings Unit. The Contractor shall cooperate with UH as required to obtain the appropriate Certificate from DCA at completion of the project.

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

Y (Yes)  N (No)

### **3.7 Qualifications of Bidder**

Bidders responding to this RFP must clearly demonstrate through their written quotation and demonstrated experience on similar projects the capacity, capability and experience to successfully perform the required services described in this Request for Proposal. All General Contractors shall have in their possession at time of submission of bid, and maintain in force throughout the term of the contract all required licenses and/or business registrations required by the State of New Jersey.

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

Y (Yes)  N (No)

### **3.8 Public Works Contract**

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

<http://lwd.dol.state.nj.us/labor/wagehour/wagehourindex.html>

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

The Contractor and any subcontractor employed to perform the work are required to pay applicable prevailing wage labor rates and the Contractor labor rates must be in accordance with the Department of Labor Prevailing Wage Act, where required. The Department of Labor, Wage and Salary Unit must be contacted for official Prevailing Wage Rate Determinations at 609-292-2259 or the Prevailing Wage Rates by county may be obtained by the contractor at the following web site: [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html)

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

Y (Yes)  N (No)

### **3.9 Method of Engagement**

When a requirement arises, the University Hospital Department of Support Services will estimate the cost of construction services, develop specifications, and issue a Request for Quotations (RFQ) to at least three (3) qualified General Contracting firms in the appropriate fee category with a firm deadline for submitting quotations. Solicited contractors must respond within the allotted timeframe. The Executive Director of Supply Chain may reduce or waive the requirement to solicit three quotes only to address a time-critical emergent need for services.

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

Y (Yes)  N (No)

#### 4. 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 all or part of two (2) additional one (1) year periods. Any extension of this contract under this provision will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital. 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 Executive Director, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UH to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one hundred and twenty (120) 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 UH.

##### 4.3. Precedence of University Hospital's Standard Terms and Conditions

The contract resulting from this procurement shall consist of the following documents:

- This RFP, which hereby incorporates UH's Standard Terms and Conditions
- Any addendum to this RFP
- The Contractor's Bid Proposal
- UH's Contract Term Sheet.

This contract may be used to purchase services for projects fully or partially funded by Federal grants. University Hospital's Special Terms and Conditions for Federally Funded Contracts, which are included as Attachment D, will be made part of each such contract.

**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.**

#### 4.4. Departure from Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if a change is a material departure from the bid specifications or the terms and conditions of this RFP. The determination of material departure shall be in the sole discretion of University Hospital.

#### 4.5. Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and UH from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation. No contract will be issued to the successful bidder until such time as the Contractor has supplied UH with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until UH is in receipt of said certificate.

Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work

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

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$2,000,000 per occurrence/\$2,000,000 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** - UH 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; UH 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.

- **Builders Risk Insurance** – One Hundred (100) percent of the contract cost in accordance with Section 11.1.2.1.4.

- All insurers affording coverage are to be rated not less than A- by Bests Insurance Rating Service.

**-UH 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. **A Certificate of Insurance must be provided to UH Contract Administrator for each year of the contract award.**

Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

#### 4.6. Contract Amendment

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

#### 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 UH 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 Executive Director, through University Hospital'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 Executive Director, through University Hospital'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 Executive Director, through University Hospital'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 Executive Director, through University Hospital'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 UH, and shall be delivered to UH upon 30 days' notice by UH.

With respect to software computer programs and/or source codes developed for UH, the work shall be considered "work for hire," i.e., UH, 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 UH 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 UH 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 Executive Director.

#### 4.13. Advertising

The Contractor shall not use UH'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 UH.

#### 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 UH with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor in its bid proposal.

#### 4.15. Claims 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.

As a matter of UH policy, 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 Executive Director's final decision shall be final.

All claims asserted against UH 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.

##### 4.15.2. Remedies

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

#### 4.16. Form of Compensation and Payment

UH's payment terms are Net 45 days.

The Contractor must submit invoices to UH 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 RFQ pricing sheet. When applicable, invoices should reference the appropriate RFQ price sheet line number from the Contractor's bid proposal. All invoices must be approved by UH before payment will be authorized.

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

#### 4.17. Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Executive Director, Supply Chain Management.

In the event that the need for additional work and/or a special project arises, UH 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 UH. 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 to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

4.18. Option to Reduce Scope of Work

UH 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 Executive Director 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 Executive Director, 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 Executive Director 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 Executive Director may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Executive Director 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 Executive Director 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 Executive Director 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 (Sample)

Not applicable under this contract.

4.24. Diverse and Local Subcontractor Utilization Report

University Hospital encourages all Contractors to subcontract with small, diverse and local firms. Upon contract award, the Contractor shall report all payments made to small, diverse and local business subcontractors to the UH Office of Supplier Diversity and Vendor Development. Reports must be

submitted quarterly within 45 days of the close of each calendar quarter using the attached Diverse and Local Subcontractor Utilization Report.

#### 4.25. 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](http://www.elec.state.nj.us).

#### 4.26. Federal and State Laws and Regulations Regarding Healthcare

University Hospital is committed to compliance with all federal and state laws and regulations regarding the delivery of 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. University Hospital 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. 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 & Identification

In order to be considered, a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions in this RFP. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. 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) or Flash drive (USB).** Each bidder should also submit two (2), 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 Affirmative Action

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

### 5.5.3 Diverse and Local Subcontracting

The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers they plan to use and the estimated subcontracting amounts.

### 5.5.4 Bid Bond

Not applicable under this contract.

### 5.5.5 Business Associate Agreement

Not applicable under this contract.

### 5.5.6 Business Registration Notice

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek reinstatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder’s early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Purchasing Services as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by the Purchasing Services will be deemed ineligible for contract award. Under any circumstance, the Purchasing Services will rely upon information available from computerized systems

maintained by the State as a basis to verify independently compliance with the requirement for business registration.

#### 5.5.7 Disclosure of Investment Activities in Iran Form

Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form will preclude the award of a contract to Bidder. See Section 9 of this RFP for the form. The List of Persons or Entities Engaging in Prohibited Investment Activities in Iran may be found here: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

The form may be found here:

<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

#### 5.6 Section 2 – Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should contain at least the following information:

##### 5.6.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince UH that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UH that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

##### 5.6.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion. The plan should include the bidder's approach to communicate with UH, including, but not limited to, status meetings, status reports, etc.

### 5.6.3 Contract Schedule

Not applicable to this contract.

### 5.6.4 Implementation Plan

Not applicable to this contract.

### 5.6.5 Budget

Not applicable to this contract.

### 5.6.6 Potential Problems

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

## 5.7 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.

### 5.7.1 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.

### 5.7.2 Organizational Chart (Contract Specific)

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

### 5.7.3 Résumés

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

#### 5.7.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified in the proposal as backup staff.

#### 5.7.5 Organization Chart (Entire Firm)

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

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

The bidder should provide a comprehensive listing of **current and recent** 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.

#### 5.7.7 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.

#### 5.7.8 Diversity Status of Bidder

5.7.8.1 The bidder should provide evidence of its certification as a small, minority, women, LGBT, or veteran owned business entity, if applicable.

5.7.8.2 The bidder should provide evidence of its status as a local (Newark or Primary Service Area) business enterprise, if applicable.

5.7.8.3 The bidder should provide the percentage of its total contracting and procurement spend for the prior year which was spent with small, women, minority and veteran-owned business enterprises, and with local business enterprises.

5.7.8.4 The bidder should indicate the percentage Bidder will subcontract, if any, with certified small, women, minority and veteran-owned business enterprises and with local business enterprises should it be awarded this contract. The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers it plans to use and the estimated subcontracting amounts.

#### 5.7.9 Subcontractor(s)

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

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

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

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

#### 5.8 Diversity Subcontractor(s)

5.8.1 UH encourages all suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

5.8.2 Bidders which intend to subcontract should submit with their proposal the attached Diversity Sub-Contractor Utilization Plan listing the subcontractors proposed and the expected subcontract value.

5.8.3 The bidder should include in its proposal detailed descriptions of services to be provided by each subcontractor, referencing the applicable Section or subsection of this RFP.

#### 5.9 Section 4- Cost Proposal

The Section 8 Cost Proposal not applicable to this RFP. UH will solicit GC firms to submit cost proposals in response to Requests for Quotations to be issued for specific project proposals. The Bidder must instead submit Attachment C.

## 6 PROPOSAL EVALUATION AND CONTRACT AWARD

### 6.1 Proposal Evaluation Committee

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

### 6.2 Oral Presentation and/or Clarification of Bids

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

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

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

### 6.3 Evaluation Criteria

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

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

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

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

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 status as a certified small, minority-owned, women-owned, veteran-owned, LGBT-owned, or Local Business Enterprise, and its declared intent to engage diverse and local subcontractors.

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

6.3.7 The bidder's cost proposal.

#### 6.4 University Hospital's Right to Consider Additional Information

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

6.4.3 University Hospital 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, University Hospital may consider evidence of formal or other complaints against any bidder(s) by University Hospital for contracts held in the past or present by the bidder.

6.4.5 University Hospital 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 University Hospital 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 serviced by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which University Hospital 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 RIGHT TO WAIVE

The Executive Director reserves the right to waive minor irregularities. The Executive Director also reserves the right to waive a requirement provided that:

- (1) The requirement is not mandated by law;
- (2) All of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) In the sole discretion of the Executive Director, the failure to comply with the mandatory requirement does not materially affect the procurement or UH's interests associated with the procurement.

## 6.6 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, UH 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 UH'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 price. 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 price proposal is not higher cost than the original price proposal. Any revised price proposal that is higher in cost than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price 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.

UH 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 Executive Director for award the responsible bidder(s) whose proposal(s), conforming to the RFP, is most advantageous to UH, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further cost reductions with the selected bidder.

**Negotiations will only be conducted in those circumstances where they are deemed by UH to be in UH's best interests and to maximize UH's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because UH 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.

**NOTE: If UH contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.**

#### 6.7 Contract Award

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

#### 6.8 Bidder's Option to Challenge the Bid Specification or Contract Award

Except in cases of emergency, under current UH policy, a bidder may challenge the bid specification or a proposed contract award.

For a protest of bid specification, the challenge must be received by the UH buyer of record with a copy to the Executive Director of Supply Chain Management ("Executive Director") no later than 5:00PM EPT on the second business day after the close of the question and answer period. Any protest of bid received after the deadline shall be rejected as untimely, and the Hospital shall proceed to evaluate all proposals timely received under this RFP.

A bidder's protest of award must be submitted to the buyer of record with a copy to the Executive Director within ten (10) business 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 has been made to another bidder. The protest period may be shortened by the Executive Director 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 bidders 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 timely protest of bid or 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 UH award of the contract.

A timely filed protest will be reviewed and addressed with reasonable promptness. If deemed necessary by the Executive Director, a hearing may be held on the merits of the protest. In all cases, the Executive Director will notify the bidder of any process or filing requirements and the final determination thereof.

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

7.1 BIDDER'S RESPONSE OF "NO" TO SCOPE OF WORK REQUIREMENTS

The bidder should provide information for which a "NO" answer is given to any of the Scope of Work Requirements in Section 3.0. The information should include a thorough explanation for not meeting the requirement and alternative which may substitute the requirement.

Section 3.1

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Section 3.2

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Section 3.3

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Section 3.4

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Section 3.5

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Section 3.6

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Section 3.7

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Section 3.8

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Section 3.9

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## 8 **PRICE SHEET AND SUPPORTING DETAIL**

Not applicable to this procurement. Reference Section 3.7, Method of Engagement and Section 5.9 Cost Proposal.

## 9 REQUIRED FORMS

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

- Completed- **SIGNED** - RFP Cover Sheet
- Section 3.0 Scope of Work with \_\_\_\_ Yes or \_\_\_\_ No checked and accompanying explanation for any areas checked "No".
- Ownership Disclosure Form – Attached
- Attachment C Fee Grid Matrix

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

- Certificate of Employee Information Report:  
[http://www.uhnj.org/purchweb/documents/Compliete-AA\\_%20Supplement.pdf](http://www.uhnj.org/purchweb/documents/Compliete-AA_%20Supplement.pdf)
- Business Associate Agreement
- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form:  
<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>
- Certification Regarding Prohibited Activities in Russia or Belarus:  
<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>
- Business Registration Certificate (BRC)- The bidder **must** be registered prior to award of the contract: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- W-9 Form [http://www.uhnj.org/purchweb/words\\_download/W-9.pdf](http://www.uhnj.org/purchweb/words_download/W-9.pdf)
- Standard Terms & Conditions

**OWNERSHIP DISCLOSURE FORM**

Name of Firm: \_\_\_\_\_

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

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

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

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Title

## **University Hospital Supplier Diversity and Vendor Development Program**

It is the policy of University Hospital to encourage and afford contracting opportunities for diverse and local suppliers while ensuring that it receives the highest quality products and services at the most economical cost. The UH Supplier Diversity Program is founded on the principles of fair and equitable business practices and social responsibility to the communities we serve. We are committed to be a valuable, contributing member of those communities. Supplier diversity is an important part of that commitment.

A wide range of suppliers is needed to support University Hospital's clinical and business operations. Through our Supplier Diversity Program, we are dedicated to diversifying our supplier base to include minority-owned, women-owned, veteran-owned, LGBT-Owned, small, and local businesses wherever possible. We actively seek to include diverse suppliers in bidding opportunities wherever possible.

A Diverse Supplier is a University Hospital supplier certified as one of the following:

- **Minority Business Enterprise (MBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned by African Americans, Hispanic Americans, Native Americans, Asian Indian Americans or Asian Pacific Americans. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: National Minority Supplier Development Council (NMSDC); National Minority Business Council (NMBC); NY/NJ Minority Supplier Development Council; US Pan Asian Chamber of Commerce (USPAACC).
- **Woman Business Enterprise (WBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a woman or women of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the Women's Business Enterprise National Council (WBENC).
- **Veteran Business Enterprise (VBE)** – An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by one or more individuals who have performed active service in one of the United States armed services and have been honorably discharged. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: US Department of Veteran Affairs (VA); National Veteran Business Development Council (NVBDC).
- **LGBT Business Enterprise (LGBTE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a gay, lesbian, bisexual or transsexual individual of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the National LGBT Chamber of Commerce (NGLCC)
- **Small Business Enterprise (SBE)** - A small business (as defined pursuant to Section 3 of the Small Business Act) presently located in the United States or its trust territories. The Small Business Act states that a small business concern is "one that is independently owned and operated, and which is not dominant in its field of operation." The law also states that in determining what constitutes a small business, the definition will vary from industry to industry

to reflect industry differences accurately. Verification is provided by The Small Business Administration, and New Jersey Department of Treasury, Division of Revenue, which maintains the NJSAVI Database.

- **Local Business Enterprise (LBE)** - An enterprise with its headquarters or significant business operations physically located in Newark, NJ or University Hospital's Primary Service Area, which includes, in addition to Newark, Belleville, Bloomfield, East Orange, Elizabeth, Harrison, Hillside, Kearny, North Arlington, Nutley, Orange, Union and West Orange, NJ.

University Hospital has established a goal of awarding 15% of all contracts to diverse and local suppliers. To that end, UH will:

- Actively seek out and solicit the participation of diverse and local suppliers in all procurement activities where feasible.
- Prequalify and register diverse and local suppliers through the UH Supplier Diversity Portal.
- Provide vendor education and training opportunities to help diverse and local suppliers better understand how to meet the hospital's business needs.
- Seek to remove barriers to diverse and local suppliers, and appropriately weigh diversity in evaluating bidder proposals.
- Challenge our suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

**Diversity Sub-Contractor Utilization Plan**  
 (Submitted with Bidder's Proposal, if applicable)

Prime Vendor	Project Name
Date	Contract Number
Project Coordinator	
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: \_\_\_\_\_ Phone #: \_\_\_\_\_  
                   Print Name  
 \_\_\_\_\_  
                   Print Title  
 \_\_\_\_\_  
                   Signature

**Diversity Sub-Contractor Utilization Report**

(Submitted Quarterly During the Term of Awarded Contract, if applicable)

Prime Vendor	Project Name
Date	Reporting Period: Year _____ Quarter _____
Project Coordinator	Contract Number
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Print Title  
 \_\_\_\_\_  
 Signature

Return to: UH Executive Director of Supply Chain  
 65 Bergen Street, 12<sup>th</sup> Floor  
 Newark, NJ 07102

**This Business Associate Agreement  
 Is Related To and a Part of the Following  
 Underlying Agreement:**

\_\_\_\_\_  
 Effective Date of Underlying Agreement: \_\_\_\_\_  
 Vendor: \_\_\_\_\_

## EXHIBIT A

### UNIVERSITY HOSPITAL STANDARD TERMS AND CONDITIONS

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

##### **1. REFERENCE TO LAWS**

###### 1.1. Compliance – Laws

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

###### 1.2. Compliance – State Laws

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

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

###### 1.3. Compliance – Codes

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

###### 1.4. Compliance Obligations

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

Contractor has received a copy of University Hospital's Code of Conduct and University Hospital's Stark Law and Anti-Kickback Statute Policies and Procedures. University Hospital's Code of Conduct is available at <http://www.uhnj.org/compliance>.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and University Hospital" available at [http://www.uhnj.org/compliance/docs/8\\_16\\_2013/umdnj09252009.pdf](http://www.uhnj.org/compliance/docs/8_16_2013/umdnj09252009.pdf)) shall comply with University Hospital's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

###### 1.5. Anti-Discrimination

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

1.6. The Worker and Community Right to Know Act

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

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

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

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

1.8. Corporate Authority

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

1.9. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of University Hospital through the Department of Purchasing Services, except those contracts which are not within the contemplation of the Act.

The contractor guarantees that neither it nor any subcontractors it might employ to perform work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.

### 1.10. Ownership Disclosure

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

## **2. PRECEDENCE OF STANDARD TERMS AND CONDITIONS**

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

## **3. INDEPENDENT STATUS OF CONTRACTOR**

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

### 3.1. Subcontracting or Assignment

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

### 3.2. Mergers and Acquisitions

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

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

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

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

#### 4. LIABILITIES

##### 4.1. Liability – Copyright

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

##### 4.2. Indemnification

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

##### 4.3. Insurance

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

The Certificate of Insurance should include the solicitation identification number and title of the solicitation. In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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

**Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$2,000,000 per occurrence/\$2,000,000 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;

**Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; University Hospital to be named as additional insured ATIMA with respect to services provided by contractor pursuant to the proposal or contract.

**Additional Insured** - University Hospital's 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;

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.

**University Hospital's** is to be named as certificate holder with respect to all afore-mentioned insurance coverages.

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

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

## **5. MISCELLANEOUS TERMS**

### **5.1. Termination of Contract**

#### **5.1.1. Change of Circumstances**

University Hospital's may terminate the contract at any time, in whole or in part, for the convenience of University Hospital's, upon no less than thirty (30) days written notice to the contractor.

In the event of such termination, the Contractor shall furnish to University Hospital's, free of charge, such reports as may be required.

#### **5.1.2. For Cause**

Where a Contractor fails to perform or comply with a contract, the Executive Director of Supply Chain Management may terminate the contract upon ten (10) days' notice to the Contractor with an opportunity to respond.

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

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

## 5.2. Warranty of Title

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

## 5.3. Title and Risk of Loss

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

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

## 5.4. Increased or Decreased Quantity.

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

## 5.5. Tax Exempt Status

University Hospital's is tax exempt. New Jersey statute N.J.S.A. 54:32b-1, et. seq., exempts the material under the contract from New Jersey State Sales or Use Taxes.

## 5.6. Payment Terms

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

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

## 5.7. Discounts

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

## 5.8. Performance Security

If performance security is required, the Contractor shall furnish performance security in such amount on any award of a term contract line item purchase, see N.J.A.C. 17:12-2.5. The security shall be

irrevocable; binding the Contractor to provide faithful performance of the contract and shall be in the amount listed in the solicitation document, payable to the Chief Financial Officer, University Hospital. Acceptable forms of performance security are as follows:

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

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

#### 5.9. Performance Guarantee of Contractor

The Contractor hereby certifies that:

- 5.9.1. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.
- 5.9.2. All equipment supplied to University Hospital and operated by electrical current is UL listed where applicable.
- 5.9.3. All new machines are to be guaranteed as fully operational for the period stated in the solicitation document from time of written acceptance by University Hospital. The Contractor will render prompt service without charge, regardless of geographic location.
- 5.9.4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- 5.9.5. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a forty-eight (48) hour period or within the time accepted as industry practice.
- 5.9.6. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- 5.9.7. All services rendered to University Hospital shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by University Hospital is rendered.

#### 5.10. Delivery Guarantees

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

The Contractor shall be responsible for the delivery of material in first class condition to University Hospital under this contract, and in accordance with good commercial practice. Items delivered must be strictly in accordance with the solicitation document.

Mere acceptance of delivery shall not constitute acceptance on behalf of University Hospital.

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

#### 5.11. Maintenance of Records

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

#### 5.12. Auditing

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

#### 5.13. Contractor Reporting

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

#### 5.14. Computation of Time

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

#### 5.15. Warranty of Supplies

5.15.1. Notwithstanding inspection and acceptance by University Hospital of supplies under the contract or any provision of this contract concerning the conclusiveness of any provision of this contract that at time of delivery:

- (a) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and,
- (b) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this contract.

5.15.2. Upon written notice of any breach of warranty, University Hospital may either:

- (a) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or
- (b) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

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

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

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

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

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

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

5.15.9. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

#### 5.16. Material and Workmanship

Unless otherwise specifically provided in this contract, all equipment, material, and articles covered by this contract are to be new and of the most suitable grade for the purpose intended. The Contractor shall number all other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by this contract or when called for by University Hospital,

the Contractor shall furnish for approval by University Hospital full information concerning the material or articles (including, but not limited to, items such as Material Safety Data (MSD) sheets), which the Contractor contemplates incorporating in the work. No materials will be accepted unless MSD's have been provided and the containers are labeled according to OSHA 29CFR 1910, 1200 and the New Jersey Right to Know Law. When so directed, samples shall be submitted for approval, and this shall be done at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

#### 5.17. Inspections and Tests

All supplies shall be subject to inspection and test by University Hospital.

#### 5.18. Price Fluctuation During Contract

Unless otherwise approved in writing by University Hospital, all prices quoted shall be firm through issuance of a contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or Contractor's price decreases during the contract period, University Hospital shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Executive Director of Supply Chain Management must be notified in writing of any price reduction within five (5) days of the effective date.

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

#### 5.19. Delivery Costs

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

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

#### 5.20. Non-Exclusivity

The contract is non-exclusive, and University Hospital may retain other vendors to provide the same or similar products or services.

### **6. STANDARDS PROHIBITING CONFLICTS OF INTEREST**

No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fees commission, compensation, gift, gratuity, or other thing of value of any kind to any University Hospital director, officer or employee as defined by N.J.S.A. 52:13D-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such University Hospital director, officer or employee, or any

partnership, firm, or corporation with which they are employed or associated, or in which such director, officer or employee has an interest within the meaning of N.J.S.A. 52:130-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University Hospital director, officer or employee from any bidder or contractor shall be reported in writing forthwith by the bidder or contractor to the UH Office of Ethics and Compliance.

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

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

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

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

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

## **SECTION B. TERMS AND CONDITIONS GOVERNING BIDS AND PROPOSALS**

### **1.0 APPLICABILITY OF STANDARD TERMS AND CONDITIONS**

Unless the bidder is specifically instructed otherwise in the solicitation document (i.e., Request for Proposal (RFP), or Invitation for Bids (IFB), or request for Quotation (RFQ)), the following terms and conditions will apply to all contracts or purchase agreements made with University Hospital. These terms are in addition to the terms and conditions set forth in the solicitation document and should be read in conjunction with same unless the solicitation document specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any University Hospital's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification, or exception in University Hospital's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

### **2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

#### **2.1 Corporate Authority**

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

If a bidder receiving a notice of intent to award is the proposed contact awardee and such bidder is a corporation incorporated in a state other than New Jersey, such bidder must provide either a copy of its Certificate of Authority to do business in New Jersey, issued by the New Jersey Department of the Treasury, Division of Revenue, or evidence of its application to the Division of Revenue for such Certificate of Authority, within seven (7) days of the notice of intent to award.

If a bidder awarded a contract or purchase agreement is an individual not residing in this state or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the State Treasurer as its true and lawful attorney to receive process in any civil actions which may arise out of the performance of this contract or agreement. This appointment of the State Treasurer shall be irrevocable and binding upon the bidder, its heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this process, the Treasurer shall forward same to the bidder at the address designated herein.

### **3.0 PROPOSALS TERMS**

#### **3.1 Contract Amount**

The estimated amount of the contract(s), when stated in the solicitation document, shall not be construed as either the maximum or minimum amount which University Hospital shall be obliged to order as the result of this solicitation document or any contract entered into as a result of this solicitation document.

#### **3.2 Executive Director's Right of Final Bid Acceptance**

The contract shall be awarded to that responsible bidder whose bid, conforming to the solicitation document, will be most advantageous to University Hospital, price and other factors considered. Awards will not be based on any discounts offered by the bidder. The Executive Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of University Hospital to do so.

#### **3.3 Causes for Automatic Rejection of Bids**

Bids may be automatically rejected for the following reasons:

**3.3.1** No signature on at least one copy of the bid;

**3.3.2** Bid not received on or before the scheduled time, date specified, and place designated on the bid request form (or as amended during the procurement process via addendum);

**3.3.3** Failure to attend a mandatory pre-bid conference and/or mandatory site inspection;

**3.3.4** Failure to initial a price alteration. If a unit price in the bid has been altered, the bidder's initials must appear adjacent to the alteration. Examples of alterations include, but are not limited to, cross-outs and erasures, with re-entered prices. If the alteration has not been so initialed, that particular item only in the bid will be automatically rejected, except as follows: If the extended price is correct and does not contain alterations, it shall be considered the bid price. If the extended total price does not contain alterations and the altered unit price is not initialed, the extended total price is considered as the bid price. In the event of an automatic rejection of a price (or prices), when the bid contains multiple items, the remainder of the bid will be evaluated;

**3.3.5** If information essential to a bid evaluation, including, but not limited to, price, terms, and product description is submitted in pencil;

### **3.4 University Hospital's Right to Inspect Bidder's Facilities**

University Hospital reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

### **3.5 University Hospital's Right to Request Further Information**

The Executive Director of Supply Chain Management reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial ability.

Further, the Executive Director of Supply Chain Management reserves the right to request a bidder to explain in detail how the bid price was determined. Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) requires that providers include in contracts for services a provision allowing the Federal Government to have access to all documents and records that are needed to verify the Contractor's cost, if the value of the contract over 12 months is at least \$10,000.

### **3.6 Brand Name Specification**

When a specification requires a particular manufacturer or brand, it indicates the quality and characteristics of the item being specified. Failure on the part of the bidder to confirm its provision of the manufacturer and/or brand specified shall be construed by University Hospital to mean that the bidder will furnish the brand as specified. In instances where manufacturer or brand are specified, the bidder may offer the brand specified, or may offer an "equal" item, provided that the item is similar to the specified brand in all essential characteristics in terms of quality and functionality.

### **3.7 Samples**

University Hospital reserves the right to require the bidder/Contractor to submit samples for approval. University Hospital shall be the sole judge as to whether said materials meet its requirements. All literature and/or samples submitted in connection with this bid shall become the property of University Hospital.

When "Samples Required" is indicated in a solicitation document, it shall be understood that all bidders shall furnish and deliver samples for each item where specified.

Sample(s) shall be delivered to University Hospital at the time of bid submission.

Sample(s) delivered shall be tagged indicating the name of the bidder; University Hospital bid number, bid item number and complete description of item.

Failure to submit samples required may disqualify a bid.

### **3.8 Corrections**

Erasures or other changes in bids must be explained or otherwise noted over signature of bidder.

### **3.9 Bid Security**

#### **3.9.1 Bid Security**

If bid security is required, such security must be submitted with the bid in the amount listed in the solicitation document, see N.J.A.C. 17:12-2.4.

Acceptable forms of bid security are as follows:

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

University Hospital will hold all bid security during the evaluation process. As soon as is practicable after completion of the evaluation, University Hospital will:

- (a) Issue an award notice for those offers accepted by University Hospital; and,
- (b) Return all bond securities to those who have not been issued an award notice.

All bid security from Contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the Contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the Contractor may be found in default and the contract terminated by University Hospital. In case of default, University Hospital reserves all rights, inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

### **3.10 Complaints**

Where a bidder has a history of performance problems as demonstrated by formal complaints or contract cancellations for cause, a bidder may be bypassed for this award. See N.J.A.C. 17:12 –2.8.

### **3.11 Subcontractor of Assignment**

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and University Hospital.

**4.0 TERMS RELATING TO PRICE QUOTATION**

**4.1 Delivery Costs**

Unless otherwise noted in the solicitation document, all prices for items in bid proposals are to be submitted “F.O.B. Destination.” Proposals submitted other than “F.O.B. Destination” may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to University Hospital.

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

**4.2 C.O.D. Terms**

C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid

Acknowledged and agreed to by:

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY HOSPITAL RFP # P24-003

Request for Proposals for General Contracting Services

ATTACHMENT A

AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR A LUMP SUM

**For General Contractor Services**

The Agreement listed above is enclosed following this page.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR A LUMP SUM**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Twenty Two by and between University Hospital, a public instrumentality and agency of the State of New Jersey, with offices at 150 Bergen Street, Newark, New Jersey 07103 (hereinafter "Owner") and \_\_\_\_\_ an organization authorized to conduct business in the State of New Jersey with offices at \_\_\_\_\_ (hereinafter "Contractor").

**THE PROJECT IS:**      **General Contracting Services for:** \_\_\_\_\_

**THE ARCHITECT IS:**    **To Be Determined**

**THE CONSTRUCTION MANAGER IS:**    **N/A**

**THE SURETY AND RESPECTIVE AMOUNTS FOR THE PAYMENT AND PERFORMANCE BONDS ARE:**    One Hundred Per Cent (100%) of the contract amount.

**THE OWNER AND CONTRACTOR FOR THE CONSIDERATION HEREINAFTER SET FORTH AGREE AS FOLLOWS:**

*Request For Proposal General Contracting Services (RFP #UH-P24-003)*

## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

1.1 The Contract Documents shall mean and refer collectively to this Agreement, Conditions of the Contract (General, Supplementary and other Conditions enumerated herein), the Request for Proposal, the Contractor's Proposal, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents enumerated in this Agreement and Modifications, as defined in the General Conditions, issued after execution of this Agreement. These form the entire Contract between the Owner and Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than Modifications, appears in Article 11 of this Agreement.

1.2 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between (1) the Contractor and Engineer; (2) the Contractor and Construction Manager; (3) the Owner and a Subcontractor or a Sub-subcontractor; or (4) any other persons or entities other than the Owner or Contractor. The Engineer and Construction Manager shall, however, be entitled to performance and enforcement of obligations under the Contract Documents that are intended to facilitate performance of their duties.

1.3 In the event that there is an inconsistency or conflict between the terms of any of the Contract Documents, the terms that shall govern shall be as set forth in subparagraph 1.2.8 of the General Conditions.

## **ARTICLE 2**

### **THE WORK OF THIS CONTRACT**

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract

Documents to be the responsibility of others. The Work shall include the following alternates: **NONE**

### **ARTICLE 3**

#### **RELATIONSHIP OF THE PARTIES**

3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer, Owner and Construction Manager and supervise and direct the Work in a good and workman- like manner, applying thereto at least that degree of skill, care, supervision and effort necessary to be exercised by contractors on work of the type to be covered by this Contract and in accordance with general industry standards so as to further the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials satisfactory to the Owner; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise its best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and making payments to the Contractor in accordance with requirements of the Contract Documents.

3.2 The Contractor has the duty and represents and agrees that it has carefully examined and understands the intent and purpose of this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and any other matter which may in any way affect the Work or its performance, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Engineer, Construction Manager, Owner's consultants or the Owner, or of any of their respective officers, agents, servants or employees. As a result of such examination, investigation and evaluation, Contractor agrees that it will make no claim for additional payment or extension of time for completion of the Work or any other concession because of any misinterpretation or misunderstanding of the Contract Documents on the part of the Contractor or

any failure of the Contractor to become fully acquainted with all conditions relating to the Work.

3.3 Contractor shall forward all communications to the Owner or, if directed by the Owner, communications shall be forwarded to the Owner through the Engineer or Construction Manager, as designated by the Owner. If the Owner directs communications to be forwarded through the Engineer or Construction Manager, Contractor agrees that any instructions, reviews, advice, approvals, orders or directions that are rendered to the Contractor by the Engineer or Construction Manager are authorized and directed by the Owner.

3.4 Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for safety precautions and programs in connection with the Work and hereby agrees with respect thereto that the Owner, Engineer and/or Construction Manager will not be responsible thereof or have control or charge thereof. Contractor shall be responsible to Owner for the acts and omissions of its agents or employees, subcontractors, suppliers, any of their agents or employees, or any other persons performing any of the Work. Contractor further agrees that it shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer or Construction Manager in its administration of the Contract or by tests, inspections or approvals required or performed by persons other than Contractor.

#### **ARTICLE 4**

##### **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

4.1 The date of commencement is the date from which the Contract Time of Subparagraph 4.2 is measured and shall be the date of this Agreement, as first written above.

4.2 The Contractor shall achieve Substantial Completion of the entire Work not later than the number of days in the Contractor's timeline submitted in the RFQ response in calendar days from the date of commencement, subject to

adjustments of this Contract Time as provided in the Contract Documents. Unless the Owner otherwise agrees in writing, the Contractor shall achieve final completion not more than thirty 30 calendar days from the date of substantial completion.

4.3 The Contractor shall commence the Work on the date of commencement and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other Work being performed on the Project, in accordance with procedures developed and implemented by the Engineer and/or Construction Manager and in accordance with the project schedule, any revisions to the project schedule, and any other scheduling requirements identified in the Contract Documents and within the time period specified in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

The Contractor shall participate and cooperate in the development of the project schedule providing information for the scheduling of the times and sequence of operations required for its Work to meet the Owner's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other Work on the Project, and shall execute the Work in accordance with the requirements of the project schedule, including any revisions thereto, so that the Work is fully completed within the time period specified in this Agreement.

**ARTICLE 5**

**CONTRACT SUM**

5.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, including the alternates, if any, listed in paragraph 2.1, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Contract Sum").

The Contract Sum shall include all costs necessary for the proper performance of the Work which shall include, but is not limited to the following: all labor costs, including wages, benefits, taxes, insurance; all subcontract costs; all cost of materials and equipment incorporated in the Work, including transportation and storage; all cost of other material and equipment used on the site, including transportation, installation, dismantling, removal, renting, temporary facilities, machinery equipment and hand tools; removal of debris, utilities, communications costs; insurance; bonds; taxes; permits and licenses; testing; salaries and compensation for supervision; expenses of offices; overhead; and profit.

The Owner is exempt from certain taxes and will provide to the Contractor evidence of such exemption for the Contractor's use in purchasing materials and equipment for this Project.

5.2 The amounts agreed to for unit prices, if any, for additional work items that are not included in the Contract Sum, but that may be included as part of a Change Order in accordance with Article 7 of the General Conditions are listed in Exhibit A attached and made a part hereof.

5.3 Adjustments to the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Subparagraph 7.3.3 of the General Conditions.

## **ARTICLE 6**

### **SUBCONTRACTS AND OTHER AGREEMENTS**

6.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontract or by other appropriate agreement with the Contractor. The Contractor, prior to entering into agreements with specific Subcontractors or suppliers, shall deliver to the Engineer or the Construction Manager the names of the proposed Subcontractors or suppliers. The Owner will then determine, with the advice of the Contractor and subject to the reasonable objection of the Engineer and/or Construction Manager, if the Subcontractor or supplier is approved; provided, however, that Contractor shall not be

required to contract with anyone to whom the Contractor has a reasonable objection.

6.2 Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors and all persons or entities directly or indirectly employed by such Subcontractors, equally to the extent that Contractor is responsible for the acts and omissions of persons and entities employed directly or indirectly by Contractor.

#### **ARTICLE 7**

##### **ACCOUNTING RECORDS**

7.1 The Owner reserves the right to review and audit the records of Contractor in connection with all matters related to this Contract at any time during the term of this Contract and for ten (10) years thereafter. If any unsubstantiated or over payments are discovered as a result of such audit, Contractor shall be notified by Owner in writing and Contractor agrees to repay such unsubstantiated or over payment(s) as provided in subparagraph 13.12.2 of the General Conditions.

7.2 The Contractor shall keep full and detailed accounts and shall exercise such controls as may be necessary for proper financial management under the Contract Documents and said accounting and control systems shall be satisfactory to Owner. Contractor shall also maintain, and permit access to and examination of, all records relating to any matter that pertains to the Contract Documents in accordance with paragraph 13.12 of the General Conditions.

#### **ARTICLE 8**

##### **PROGRESS PAYMENTS**

8.1 Based upon Applications for Payment submitted by the Contractor to the Engineer or Construction Manager and Certificates for Payment issued by the Engineer or Construction Manager, the Owner shall make progress payments on account of the Contract Sum, less retainage of ten percent (10%), to the Contractor, as provided in Article 9 of the General Conditions.

#### **ARTICLE 9**

##### **FINAL PAYMENT**

9.1 For purposes of this Agreement, final payment shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor, except for the Contractor's responsibility to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and other documents required under Article 9 of the General Conditions have been submitted by the Contractor to the Engineer or Construction Manager; and (3) a final Certificate for Payment has been issued by the Engineer or Construction Manager in accordance with subparagraph 9.10 of the General Conditions. Final payment shall be made by the Owner not more than 30 days after issuance of the Engineer's or Construction Manager's final Certificate for Payment.

#### **ARTICLE 10**

##### **TERMINATION OR SUSPENSION**

10.1 The Contract may be terminated by the Contractor for cause as provided in Article 14 of the General Conditions.

10.2 The Contract may be terminated by the Owner for cause or convenience as provided in Article 14 of the General Conditions.

10.3 The Work may be suspended, delayed or interrupted by the Owner, with or without cause, as provided in Article 14 of the General Conditions.

#### **ARTICLE 11**

##### **ENUMERATION OF CONTRACT DOCUMENTS**

11.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

11.1.1 The Agreement is this executed Agreement Between Owner and Contractor for a Lump Sum.

11.1.2 The Request for Proposal is the Request for Proposal, UH-P23-010, dated \_\_\_\_\_ ("RFP").

11.1.3 The Contractor's Proposal is the Contractor's response to the RFP dated \_\_\_\_\_ comprised of \_\_\_\_\_ pages.

11.1.4 The Contract Sum is per the fee submittal dated August 31, 2022.

*Request For Proposal General Contracting Services (RFP #UH-P24-003)*

11.1.5 The General Conditions are the General Conditions contained in the RFP Attachment B (pages \_\_\_\_\_ inclusive).

11.1.6 The Supplementary and other Conditions of the Contract are those contained in the RFP and are as follows:

<b>Document</b>	<b>Title</b>	<b>Pages</b>
<b>N/A</b>		

11.1.7 The Specifications are those contained in the RFQ and are from Buckman Architectural Group, P.A. dated April 8, 2022 as follows:

<b>Section</b>	<b>Title</b>	<b>Pages</b>
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11.1.7.1	Request for Quotation	
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11.1.7.2 The Drawings are as follows, and are dated June 5, 2017 unless a different date is shown below:

<b>Number</b>	<b>Title</b>	<b>Pages</b>
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11.1.8 The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
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Portions of Addenda relating to bidding requirements are part of the Contract Documents.

11.1.9 Other Documents, if any, forming part of the Contract Documents are as follows:

## ARTICLE 12

### **MISCELLANEOUS PROVISIONS**

12.1 Definitions: Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the General Conditions.

12.2 Contract Document References: Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

12.3 Interest: Payments due and unpaid under the Contract shall bear no interest from the date payment is due.

12.4 Governing Law: The Contract Documents shall be governed by and construed in accordance with the Constitution and laws of the State of New Jersey and any claims against the Owner shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and shall be venued only in the state of New Jersey, County of Essex.

12.5 Proper Fit Notwithstanding the dimensions of the Plans, Specifications, and other Contract Documents, it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by the Contract Documents with contiguous Work.

The Contractor shall prepare and submit to the Engineer or Construction Manager such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawing by the Engineer or Construction Manager shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous Work and the coordination of the Work with other Work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other Work not covered by the Contract Documents, the Contractor shall carefully examine such other Work to determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such Work, and before proceeding with the Work, report promptly any such improper conditions and defects to the Owner and the Engineer or Construction Manager in writing and allow the Owner a reasonable time to have such improper conditions and defects remedied.

12.6 Insurance Contractor shall provide insurance in accordance with Article 11 of the General Conditions.

**This Agreement** is entered into as of the day and year first written above.

**OWNER:**

**CONTRACTOR:**

FOR UNIVERSITY HOSPITAL:

FOR

\_\_\_\_\_  
xxxxxxxxxxxxxxxxxxxxxxxxxxxx  
Executive Vice President  
University Hospital

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

lump sum contractor  
c/kw/8/18/95  
page 12 updated 11/10/98  
jbj 11/3/22

UNIVERSITY HOSPITAL RFP # P24-003

Request for Proposals for General Contracting Services

ATTACHMENT B

GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION  
For Construction with a General Contractor

The General Conditions listed above are enclosed following this page.

UH prefers Bidders take no exceptions to the Attachment. However, if a Bidder believes it necessary to do so, the Bidder should include the exceptions in the RFP response. Exceptions will be reviewed by the UH Legal Department. Exceptions may cause a delay in award or rejection of the Bidders proposal.

**ATTACHMENT C**

**RFP #UH-P24-003**

ATTACHMENT C \_ FEE GRID MATRIX  
This Sheet addresses GENERAL CONTRACTING Projects

Indicate “yes” or “no” for each fee range below; bidder may indicate interest for any number of the following choices.	YES	NO
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR GENERAL CONTRACTING PROJECTS WITH FEES LESS THAN \$250,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR GENERAL CONTRACTING PROJECTS WITH FEES RANGING FROM \$250,001 TO \$750,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR GENERAL CONTRACTING PROJECTS WITH FEES RANGING FROM \$750,001 TO \$1,500,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR GENERAL CONTRACTING PROJECTS WITH FEES RANGING FROM \$1,500,001 AND ABOVE FOR ANY ONE PROJECT		

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

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## **AFFIRMATIVE ACTION DOCUMENTATION**

Dear Vendor:

As a State instrumentality, 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, you must provide only one of the following documents with your bid/proposal response.

A State of New Jersey "Certificate of Employee Information Report Approval," or

A Form AA/302 Affirmative Action Employee Information Report, with proof your request has been sent to the State for the certificate.

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

UNIVERSITY HOSPITAL RFP # P24-003

Request for Proposals for General Contracting Services

ATTACHMENT D

UNIVERSITY HOSPITAL  
SPECIAL TERMS AND CONDITIONS  
FOR FEDERALLY FUNDED CONTRACTS

Request For Proposal General Contracting

Services (RFP #UH-P24-003)

UNIVERSITY HOSPITAL  
SPECIAL TERMS AND CONDITIONS  
FOR FEDERALLY FUNDED CONTRACTS

These Special Terms and Conditions shall apply to all contracts funded, in whole or in part, with Federal funds as required by 2 CFR 200.317 through 2 CFR 200.327 and by federal statutes.

**1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

1.1. Pursuant to 2 CFR 200.321, University Hospital must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subcontractors are utilized in the performance of this contract, the Contractor shall:

- 1.1.1. Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- 1.1.2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 1.1.3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 1.1.4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- 1.1.5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**2. DOMESTIC PREFERENCE FOR PROCUREMENTS**

2.1. Pursuant to 2 CFR 200.322, where appropriate, University Hospital prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made, the Contractor shall include a preference for the purchase, acquisition, or use of goods,

2.2. products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

\_\_\_ *Request For Proposal General Contracting*

*Services (RFP #UH-P24-003)*

- 2.2.1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2.2.2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **3. PROCUREMENT OF RECOVERED MATERIALS**

- 3.1. Where applicable, in the performance of this contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3.2. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **4. EQUAL EMPLOYMENT OPPORTUNITY**

- 4.1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal

*Request For Proposal General Contracting*

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Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- 4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 4.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4.1.4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 4.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 4.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.1.8. The contractor will include the portion of the sentence immediately preceding Section 4.1.1 and the provisions of Sections 4.1.1 through 4.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation

of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be completed in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once per week.

**6. COPELAND ANTI-KICKBACK ACT**

Where applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- 6.1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 6.2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses University Hospital may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 6.3. A breach of this Section 6 may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- 7.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 7.2. Violation, liability for unpaid wages, and liquidated damages. In the event of any violation of the clause set forth in Section 7.1, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 7.1, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 7.1.
- 7.3. Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 7.2.
- 7.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 7.1 through 7.4, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 7.1 through 7.4

## **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contracts and subcontracts of amounts in excess of \$150,000, must comply with the following:

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9.1. Clean Air Act

- 9.1.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 9.1.2. The contractor agrees to report each violation to University Hospital and understands and agrees that the University Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 9.1.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9.2. Federal Water Pollution Control Act

- 9.2.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 9.2.2. The contractor agrees to report each violation to the University Hospital and understands and agrees that the University Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 9.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- 10.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 10.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 10.3. This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 10.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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**11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**12. XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

As described in Public Law 115- 232, Section 889, and at 2 C.F.R. § 200.216, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use certain Covered Telecommunications Equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Section 889, Covered Telecommunications Equipment is telecommunications equipment produced by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In compliance with Section 889, during the performance of this contract, the contractor agrees as follows:

- 12.1. The contractor shall not use as a substantial or essential component of any system, or as critical technology as part of any system provided under this contract Covered Telecommunications Equipment or Services, which shall include equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities.
- 12.2. The contractor shall not use telecommunications or video surveillance equipment or services produced or provided by an entity that is controlled by or otherwise connected to the People's Republic of China.
- 12.3. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 12.1 and 12.2, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 12.1 and 12.2.

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