

REQUEST FOR PROPOSAL (RFP)

TITLE: **HVAC and Refrigeration Services University Wide**

RFP NUMBER: **P07-047**

DATE ISSUED: **November 2, 2006**

DUE DATE: **January 4, 2007**

TIME: **2:00 pm**

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

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

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

BIDDER'S NAME
AND ADDRESS

SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to enter into a contract for the repairs of HVAC and refrigeration University-Wide. The work will include labor, services, material, supplies, tools and equipment.

1.1.2 Intent

It is the University's intent to award the contract to three (3) Contractors University Wide to perform the required services as listed in Section 3.0 of the RFP.

1.2 Background

The Department of Physical Plant Services is a service oriented department of the University of Medicine and Dentistry of New Jersey (UMDNJ). It was established to assist the University to effectively provide safe, comfortable physical conditions for the University community and visitors. Below are the campus locations where the HVAC and refrigeration units are to be serviced or maintained:

Newark/Scotch Plains Campuses: Building Names and Locations.
University Hospital Building (UH)- 90 Bergen Street, Newark, NJ
Medical Science Building (MSB)- 185 South Orange Ave, Newark, NJ
Behavioral Health Science Building (BHSB) 183 South Orange Avenue, Newark, NJ
Dental School and Pavilion Buildings 110 Bergen Street, Newark, NJ
Doctors Office Center Building (DOC) 90 Bergen Street, Newark, NJ
Doctors Office Center Parking Deck 90 Bergen Street, Newark, NJ
Stanley S. Bergen. Building (SSB) 65 Bergen Street, Newark, NJ
Cancer Research and Treatment Center 195 South Orange Avenue, Newark, NJ
Norfolk Street Parking Deck 12th Ave, Newark, NJ
George Smith Library Building 30 12th Ave, Newark, NJ
International Center for Public Health Building (ICPH) 225 Warren Street, Newark, NJ
Power Plant 385 Norfolk Street, Newark, NJ
EMS Building Cabinet Street, Newark, NJ
Administrative Buildings Complex (ADMC), Bergen Street, Newark, NJ
School of Health Related Professionals Building: 1776 Raritan Road, Scotch Plains, NJ
Bergen Street Parking Deck, Bergen Street, Newark, NJ

Piscataway/New Brunswick/ Somerset Campuses: Building Names and Locations.
CAB- Clinical Academic Building - 125 Paterson St, NJ 08901
Chandler Health Center - 277 George St., New Brunswick, NJ 08901
CHI- Child Health Institute of NJ 89 French St., New Brunswick, NJ 08901
CINJX- Cancer Institute of NJ- 5-story 195 Little Albany St., New Brunswick, NJ 08901
CINJ (Cancer Institute of NJ-3-story 195 Little Albany St., New Brunswick, NJ 08901
MEB- Medical Education Building 51 French St., New Brunswick, NJ 08901
RWJPC- Robert Woof Johnson Professional Center 97 Paterson St., New Brunswick, NJ
Suite I- Clinical Trials Unit 89 French St., New Brunswick, NJ 08901
UBHC- University Behavioral Healthcare 189-195 New St., New Brunswick, NJ 08901
CTR- Children's Transitional Residence 653 Hoes Lane, Piscataway, NJ 08854
RA- Research Annex 663 Hoes Lane, Piscataway, NJ 08854
RWJMS- Robert Wood Johnson Medical School 675 Hoes Lane, Piscataway, NJ 08854
SPH- Robert Wood Johnson Medical School Expansion/School of Public Health 683 Hoes Lane, Piscataway, NJ 08854
SRB-Staged Research Building 661 Hoes Lane, Piscataway, NJ 08854
UBHC- University Behavioral Healthcare 671 Hoes Lane, Piscataway, NJ 08854
UBHC- University Behavioral Healthcare 151 Centennial Ave., Piscataway, NJ 08854
UBHCNO- Univeristy Behavioral Healthcare North 667 Hoes Lane, Piscataway, NJ 08854
WFD- Somerset Office 1 Worlds Fair Drive, Somerset, NJ 08873

Stratford and Camden Campuses: Building Names and Locations.
Education and Research Building 401 Haddon Avenue Camden, NJ 08103
Academic & Wellness Center #1 Medical Center Drive Stratford, NJ 08084
Science Center #2 Medical Center Drive Stratford, NJ 08084
University Education Center 40 E. Laurel Road Stratford, NJ 08084
University Doctors Pavilion 42 E. Laurel Road Stratford, NJ 08084

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2.1 Mandatory Pre-Bid Conference

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

DATE: November 30, 2006

TIME: 10:00AM

LOCATION: UMDNJ, DEPARTMENT OF PHYSICAL PLANT, ADMINISTRATION BUILDING #1, ROOM 122, PHYSICAL PLANT CONFERENCE ROOM, 30 BERGEN STREET, NEWARK, NJ

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

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

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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

1.4.3 Issuing Office

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

1.4.4 Bidder Responsibility

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

1.4.5 Cost Liability

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

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the buyer.

1.4.7 Price Alterations

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

1.4.8 Joint Venture

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

1.4.9 Bid Bond

Not applicable to this procurement.

1.4.10 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our vendor "HIPAA Compliance" status. In order to be in compliance and conduct business with your company for the procurements of goods and/or services, it will be necessary for your company to complete a Business Associate Agreement. This agreement involves the access to

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

1.4.11 Business Registration Notice

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

1.4.11.1 Definitions

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

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

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

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

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

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

1.4.11.2 Requirements Regarding Business Registration Form

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

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

“Director” – The Director of Purchasing Services.

“Easy End Head”- Refers to the head which has no piping attached to it. In the case of 1-pass or 3-pass vessels, there will be no easy end head, and extra time must be allotted to the job for the removal of the piping. An exception to this would be the unit’s having marine boxes.

“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 Director of Purchasing Services.

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

“HVAC”- Heating ventilation and air conditioning.

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

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

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

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

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

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

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

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

3.0 Scope of Work

The Contractor must supply all the personnel and other resources necessary to perform HVAC and refrigeration services at the sites listed in section 1.2 of the RFP. The Contractor must furnish labor and sundry supplies as required for uninterrupted operation of the HVAC and refrigeration units. The Contractor must have parts immediately available to minimize down-time related to emergency repair work. All work must comply with manufacturer specifications and federal, state and local regulations.

3.1 Dispatch Service

The Contractor must have a manned dispatch service twenty-four (24) hours per day seven (7) days per week to dispatch field service personnel and provide the Physical Plant Project Manager with the appropriate telephone numbers.

3.2 Inspections

The Contractor must provide inspections throughout the cooling season when requested.

3.3 Inspection Reporting and Service Reporting

The Contractor must provide a detailed report of each service call to the Physical Plant Project Manager. The report must include all equipment log readings, condition of equipment, recommended repairs and recommendations in reducing energy consumption if needed.

3.4 Instructions

The Contractor shall instruct the designated Physical Plant personnel in the proper operation of the equipment.

3.5 Equipment Shut Down

The Contractor must not shut down any equipment without permission from the Physical Plant Project Manager.

3.6 Personnel

The Contractor must provide at least three (3) trained mechanics that are rated as journeymen or higher to work on the HVAC systems.

3.7 Mechanic Assignment

The Contractor must notify the Physical Plant Project Manager when the mechanic assigned to a specific campus is substituted.

3.8 Supervision

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

3.9 Typical Manufacturers Listing

The Contractors must have proper equipment and personnel familiar with and qualified to service the following equipment: Carrier, Chrysler, Cold Draft, Ed-Pac, Emerson, Friedrich, Liebert, Scotsman, Singer, Tenney, Trane, Vistory, Baltimore, Blazer, Dunham, Kramer, Liebert, Marlow, Martex, Weil-Mcclain, Westinghouse, Worthington, York, Evapco, Marley, McQuay and Imeco.

3.10 Items To Be Installed or Services Required

The items that may be installed or serviced will include hermetic compressors, expansion valves, starting relays, evaporator and fan condenser motors, refrigerant piping, capillary tubes, timers, reach-in and walk-in boxes, split-type air conditioning systems, variable frequency drives, centrifugal and reciprocal compressors, electric and pneumatic controls, evaporators and condensers, oil pumps and heater, purge units, glycol pumps and dry coolers, filters, fans and motors, coils, dampers, bearings, drain pans, supports, humidifiers, plumbing, ductwork, fill and drift eliminators, screens, gear boxes, pulleys, belts, guards, louvers, motor starters, wiring, hand rails, ladders, valves, cooling towers, hatches, access doors, shafts, couplings, seals and structures. These are typical but not inclusive of all the items to be serviced or maintained. This does not include chillers one hundred tons and above or cooling towers since separate contracts are in place for that equipment.

3.11 Substitute Parts

The Contractor may not substitute original equipment manufacturer repair parts without notifying the Physical Plant Project Manager first.

3.12 Water Treatment

UMDNJ will be responsible for suitable water treatment for the cooling tower condenser water systems to maintain system capacity and to minimize equipment deterioration.

3.13 Manager

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

3.14 Sign In and Reporting

The Contractor must report to the Physical Plant Project Manager upon arrival and provide a service report signed by the Physical Plant Project Manager after repairs or inspections are completed.

3.15 Access

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

3.16 Safety

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

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

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

3.16.4 The Contractor must report in writing on the day of the occurrence to the Physical Plant Project Manager of any unsafe condition related to the equipment which may present a hazard to University visitors or employees. This includes damaged, inadequate or inappropriate equipment.

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

3.17 General Service

General services may include the tasks listed in Section 3.10 of the RFP. The services must be performed within five (5) working days of notification by the Physical Plant Project Manager and must be conducted during normal working hours 7AM to 4PM Monday through Friday.

3.18 Project Service Tasks

Project service tasks include services not considered general service and exceed \$5,000.00. Most services will be conducted during normal working hours 7AM to 4PM Monday through Friday unless the Physical Plant Project Manager authorizes overtime or legal holiday services.

3.19 Emergency Service

The Contractor must respond to the site within two (2) to four (4) hours of notification of the Physical Plant Project Manager. The Physical Plant Project Manager will specify which is applicable to their campus. This service must be performed twenty-four (24) hours per day seven (7) days per week.

3.20 Overtime and Legal Holiday Service

Overtime services may be rendered between the hours of 4PM through 7AM Monday through Friday and or Saturday, Sunday and Legal Holidays.

3.21 Emergency Recall Services

The Contractor must provide emergency recall services to repair and correct previous repairs not operating properly. The services must be made within eight (8) hours of notification by the Physical Plant Manager and four (4) hours if more than one unit is inoperable.

3.22 Identification and Keys

The Contractor's personnel must wear appropriate UMDNJ badges supplied by the University's Public Safety Department at all times when on site and return all keys to the Physical Plant Department prior to leaving the University grounds.

3.23 Removal of Equipment

The Contractor may need to remove equipment to do required tests or repairs. The Contractor must report all property removed from the campus to the Physical Plant Project Manager.

3.24 Parking

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

3.25 Method of Engagement General Service

UMDNJ will designate Contractors as primary, secondary or tertiary based on their submitted hourly rates. UMDNJ will then use the primary Contractor first for an estimate. If the primary Contractor is unable to respond in the time required the Physical Plant Project Manager will then contact successive Contractors.

3.26 Method of Engagement Project Service Tasks

The Physical Plant Project Manager will provide a scope of work on project service tasks to the primary, secondary and tertiary Contractors. The Contractors will provide written quotes and the Physical Plant Project Manager will use the lowest of the three quotes, which match the scope of work.

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

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

4.1.2 Contract Extension Option

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

4.2 Contract Transition

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

4.3 Precedence of the University's Standard Terms and Conditions

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

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

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

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

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

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

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

4.5 Contractor Responsibilities

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

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

4.6 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 Director of Purchasing Services, through the University's Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Director of Purchasing Services, through the University's Project Manager.

4.7 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 Director of Purchasing Services, through the University's Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Director of Purchasing Services, through the University's Project Manager.

4.8 Ownership of Material

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

required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

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

4.9 Data Confidentiality

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

4.10 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 Director of Purchasing Services.

4.11 Advertising

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

4.12 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 in accordance with state & federal regulations. The Contractor shall supply UMDNJ with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor its bid proposal.

4.13 Claim and Remedies

4.13.1 Claims

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

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

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

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

4.13.2 Remedies

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

4.14 Form of Compensation and Payment

The Contractor must submit invoices for repair, maintenance and service of the HVAC and refrigeration equipment to the Physical Plant Project Manager after the work is performed. The invoices must reference UMDNJ purchase order number and must be in strict accordance with the firm, hourly rates submitted in section 8.0 of the RFP. All invoices must be approved by the Physical Plant Project Manager before payment will be authorized.

Invoices must also be submitted for project service tasks and are properly authorized and satisfactorily completed under the contract. The project service task invoices shall be submitted only after work is performed by the Physical Plant Project Manager. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

4.15 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 Physical Plant Manager.

In the event that the need for additional work and/or a special project arises, UMDNJ will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UMDNJ. The proposal should provide

justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to compete the additional work.

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

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Physical Plant Manager 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 Physical Plant Manager written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Physical Plant Manager, it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Physical Plant Manager written approval.

4.16 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director of Purchasing Services 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 Director of Purchasing Services 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.

4.17 Suspension of Work

The Director of Purchasing Services 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 Director of Purchasing Services may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director of Purchasing Services and the Contractor shall negotiate and equitable adjustment, if any, to the contract price.

4.18 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 Director of Purchasing Services 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 Director of Purchasing Services and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.19 Material Safety Data Sheets

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

4.20 Contractor's Personnel

4.20.1 Direct Management of Personnel

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

4.20.2 Employees of the Contractor

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

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

4.20.3 Employee Conduct

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

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

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

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

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

4.20.4 Criminal Background Check

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

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

4.21 Licenses and Permits

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

4.22 Requirements of PL 2005, Chapter 51 (Formerly Executive Order 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 (EO 134). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

4.22.1 Definitions

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

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

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

4.22.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract

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

4.22.3 Certification and Disclosure Requirements

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

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

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

4.22.4 State Treasurer Review

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

4.22.5 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 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.

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

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

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

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

5.2 Proposal Delivery and Identification

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

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should also submit ten (10) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into three (3) sections as indicated below.

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

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

5.5.4 Set-Aside Contracts

Not applicable to this procurement.

5.5.5 Bid Bond

Not applicable to this procurement.

5.5.6 Business Associate Agreement

Not applicable to this procurement.

5.5.7 Business Registration Notice

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

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

5.5.8 PL 2005, Chapter 51 (Formerly Executive Order 134) Forms

Bidders are reminded of the provisions contained in Section 4 of this RFP, entitled “Requirements of Executive Order 134,” specifically those pertaining to the forms that are required to be submitted by this Order. This Section reads, in part:

“Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification in the form set forth in Section 9.0, Form DPP 134-POFW, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. **Failure to submit the Certificate(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.**”

5.6 Section 2 - Technical and Organizational Support and Experience Proposals

Bidders must submit their technical and organizational support and experience proposals by fully and accurately completing the Bidder Data Sheets included in this RFP as Section 7.0. They also must submit copies of Trane certifications for their technicians.

A bidder's failure to fully, properly and accurately complete all of the technical proposal and organizational support and experience information required by Section 7.0 of the RFP may result in their bid being considered non-responsive.

5.7 Section 3 - Cost Proposal

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

Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of ninety (90) days so that an award can be made.

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

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

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

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

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

6.3.1 The bidder's documented experience in successfully performing HVAC and refrigeration repairs in large industrial, educational or clinical institution settings as referenced in section 3.0 of the RFP.

6.3.2 The qualifications and experience of the bidder's repair personnel assigned to the contract, with emphasis on documented experience in the successful performance of

HVAC and refrigeration repairs of a similar size and scope with particular emphasis on large industrial, educational or clinical institutions.

6.3.3 The bidder's overall ability to perform HVAC and refrigeration repairs as required in section 3.0 of the RFP.

6.3.4 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

6.4.1 The 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 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 the University.

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

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

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

6.5 Contract Award

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

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

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

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

7.1 BIDDER'S GEAR-UP AND TRANSITION PLAN

All bidders, including any present or incumbent contractor(s) should submit a detailed gear-up and transition plan with their bid proposal using the Bidder Data Sheets which follow. The plan should be designed to show the University that the bidder would be able to establish complete and satisfactory contract operation on the contract beginning date.

The bidder should show how they plan to make an orderly and efficient transition from the current contract to complete and satisfactory delivery of all services required by the new contract. The Gear-Up and Transition Plan should provide for an orderly and efficient start-up.

7.5 CONTACT INFORMATION

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

Name: _____
Address: _____

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

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

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

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

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

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

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

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

Name: _____
Address: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Business Fax Number: (____)-____-____
Cell Number: (____)-____-____
Website: _____

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

Name of Insurance Firm: _____
Policy Number: _____

Address of Insurance Firm: _____

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

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

7.6 LISTING OF BIDDER'S MANAGEMENT AND SUPERVISORY PERSONNEL

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

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

7.7 RESUME FORM: ON-SITE TECHNICIANS

1) TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES EMPLOYED: FROM _____ TO _____

PROVIDE A DESCRIPTION OF THE EQUIPMENT YOUR TECHNICIAN IS QUALIFIED TO SERVICE. EMPHASIZE SERVICES WHICH ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

PROVIDE A LIST OF EDUCATION OR TRADE CERTIFICATIONS YOUR TECHNICIAN POSSESSES. EMPHASIZE THOSE WHICH ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

JOURNEYMEN Y _____ N _____.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

2) TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES EMPLOYED: FROM _____ TO _____

PROVIDE A DESCRIPTION OF THE EQUIPMENT YOUR TECHNICIAN IS QUALIFIED TO SERVICE. EMPHASIZE SERVICES WHICH ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

PROVIDE A LIST OF EDUCATION OR TRADE CERTIFICATIONS YOUR TECHNICIAN POSSESSES. EMPHASIZE THOSE WHICH ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

JOURNEYMEN Y_____ N_____.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

3) TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES EMPLOYED: FROM _____ TO _____

PROVIDE A DESCRIPTION OF THE EQUIPMENT YOUR TECHNICIAN IS QUALIFIED TO SERVICE. EMPHASIZE SERVICES WHICH ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

PROVIDE A LIST OF EDUCATION OR TRADE CERTIFICATIONS YOUR TECHNICIAN POSSESSES. EMPHASIZE THOSE WHICH ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

JOURNEYMEN Y_____ N_____.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.8 REFERENCES OF FIRM

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

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

1. NAME OF HOSPITAL OR INSTITUTION PROVIDED AS A REFERENCE FOR YOUR FIRM: _____

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-____

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF THE SERVICES YOU CURRENTLY PROVIDE TO THIS FACILITY. IT SHOULD INCLUDE THE SIZE AND NUMBER OF BUILDINGS, NUMBER, SIZE AND TYPES OF HVAC EQUIPMENT REPAIRED OR MAINTAINED. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

2. NAME OF HOSPITAL OR INSTITUTION PROVIDED AS A REFERENCE FOR YOUR FIRM: _____

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF THE SERVICES YOU CURRENTLY PROVIDE TO THIS FACILITY. IT SHOULD INCLUDE THE SIZE AND NUMBER OF BUILDINGS, NUMBER, SIZE AND TYPES OF HVAC EQUIPMENT REPAIRED OR MAINTAINED. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

3. NAME OF HOSPITAL OR INSTITUTION PROVIDED AS A REFERENCE FOR YOUR FIRM: _____

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF THE SERVICES YOU CURRENTLY PROVIDE TO THIS FACILITY. IT SHOULD INCLUDE THE SIZE AND NUMBER OF BUILDINGS, NUMBER, SIZE AND TYPES OF HVAC EQUIPMENT REPAIRED OR MAINTAINED. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

4. NAME OF HOSPITAL OR INSTITUTION PROVIDED AS A REFERENCE FOR YOUR FIRM: _____

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-____

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF THE SERVICES YOU CURRENTLY PROVIDE TO THIS FACILITY. IT SHOULD INCLUDE THE SIZE AND NUMBER OF BUILDINGS, NUMBER, SIZE AND TYPES OF HVAC EQUIPMENT REPAIRED OR MAINTAINED. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.9 LISTING OF ALL CONTRACTS LOST IN LAST THREE (3) YEARS

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

1. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

2. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

3. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.10 BIDDER'S FINANCIAL CAPACITY

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

8.0

PRICE SHEET AND SUPPORTING DETAIL

RFP# P07-047

8.1 Labor Price Sheet

Labor	Year 1	Year 2	Year 3
Straight Time Mechanic	_____/HR.	_____/HR.	_____/HR.
Overtime Rate Mechanic	_____/HR.	_____/HR.	_____/HR.
Weekend Rate Mechanic	_____/HR.	_____/HR.	_____/HR.
Holiday Rate Mechanic	_____/HR.	_____/HR.	_____/HR.

*Note: The above hourly rates must include all costs including travel.

8.2 Pricing for subcontractor, parts, and materials

In the space below, indicate the percentage markup vendor will use for subcontractors, parts, and materials. Mark up shall include all office, administrative, and technical resources necessary for the procurement, identification, and management of parts, materials and or subcontractors.

% markup over “vendor certified cost”_____%

9.0 REQUIRED FORMS

- Ownership Disclosure Form
- MacBride Principle Certification
- Affirmative Action Employee Information
- PL51 Forms (Formally EO134)

OWNERSHIP DISCLOSURE FORM

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

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

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

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____ Signature _____
Company: _____ Name _____
_____ Title _____

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

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

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

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

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

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

Signature of Bidder

Dated: _____

Print or Type Name

Company: _____

Title

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services