

REQUEST FOR PROPOSAL (RFP)

TITLE: Interior Painting and Wall Covering for UMDNJ Central and Southern Campus Locations

RFP NUMBER: P09-077S

DATE ISSUED: September 23, 2009

DUE DATE: October 28, 2009

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 issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of the Physical Plant Department.

The purpose of this RFP is to engage qualified Small Business Contractors who shall supply the personnel and other resources necessary to provide painting and wall covering services for central and southern campus locations of the University of Medicine and Dentistry of New Jersey.

SPECIAL NOTE - PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

1.1.2 Intent

1.1.2.1 It is the University's intent to divide the Locations into two (2) regions as described in Section 3.04 of the RFP for bidding and award purposes and that each project completed under this awarded contract shall be in excess of 2,000 square feet or greater.

1.1.2.2 It is the University's intent to award contracts to one (1) primary and two (2) back up Contractors for each of the two regional locations, which shall cover a three (3) year period as described in Section 6.1.4 of this RFP. The awarded Contractors shall be certified as a small business from the New Jersey Commerce Economic Growth and Tourism Commission and shall supply all the expertise, personnel and other resources necessary to provide painting and wall

covering services as listed in Section 3.0 of the RFP. The services performed by the Contractor will prolong the integrity and appearance of these locations. The contract will be awarded for three (3) years commencing from the date of award.

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

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

1.2 Background

UMDNJ is the nation's largest freestanding public health sciences university. It includes eight schools on five (5) locations and a network of more than 200 affiliates throughout the state. It is a statewide system of health sciences education, biomedical research and healthcare delivery. UMDNJ was founded in 1970 to consolidate New Jersey's health professions education and during the last two decades it has become the core of the state's healthcare delivery system. Over the years, UMDNJ-School of Osteopathic Medicine has grown tremendously. In 1987, the School opened the Specialty Care Center. In 1989, the adjoining Primary Care Center building was purchased. In July of 1990, UMDNJ-School of Osteopathic Medicine completed the first phase of the Science Center and became a unified four-year campus in Stratford. In the fall of 1993, the Academic Center was opened and completed the campus by providing students with state-of-the-art teaching facilities.

Most of the painting required is by short-term notification. Ten percent (10%) of scheduled work is within 24 hours, with prior notification. Twenty-five percent (25%) of scheduled work is within 5 to 7 days notice. Sixty-five percent (65%) of scheduled work is within 2 to 4 days, with prior notification.

Twenty percent (20%) of the work is approximately 400 square feet or less of occupied space, with one door and furniture removal required. Forty percent (40%) of work is approximately 2,500 square feet of occupied space with wallpaper removal required. Thirty percent (30%) of work is new work.

These percentages are not designed to categorize all work that will be performed by the Contractor and are provided to be helpful with planning performance. The type and percentages of work are approximate and are subject to change based on the needs of the campus.

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: BOBBY FITTS
Buyer's Phone Number: 732-235-9043
Buyer's Fax Number: 732-235-9058
Email: fitts@umdnj.edu

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 non-mandatory Pre-bid Conference, it is strongly urged that questions be submitted in writing prior to the non-mandatory Pre-bid Conference. Written questions must be delivered to the Department of Purchasing Services' Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the non-mandatory Pre-bid Conference as possible. This request is made so that answers can be prepared prior to the non-mandatory Pre-bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer. Written questions should be directly tied to the 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 Non-mandatory Site Visits

Two (2) non-mandatory Site Visits have been scheduled for this procurement. The purpose of the Site Visits is to see the locations at which the task will be performed. The date, time and locations are provided as follows:

DATE: October 6, 2009

TIME: 10:00 AM

LOCATION: UMDNJ, PHYSICAL PLANT DEPARTMENT, ROOM CB-27 (BASEMENT),
675 HOES LANE, PISCATAWAY, NEW JERSEY 08854.

DATE: October 7, 2009

TIME: 10:00 AM

LOCATION: UMDNJ, ACADEMIC CENTER, SCHOOL OF OSTEOPATHIC MEDICINE,
MAIN CAFETERIA, #1 MEDICAL CENTER DRIVE, STRATFORD, NEW JERSEY 08084.

IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.2.

1.3.3 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: October 7, 2009

TIME: IMMEDIATELY FOLLOWING THE MANDATORY SITE VISIT

LOCATION: UMDNJ, ACADEMIC CENTER, SCHOOL OF OSTEOPATHIC MEDICINE,
MAIN CAFETERIA, #1 MEDICAL CENTER DRIVE, STRATFORD, NEW JERSEY 08084.

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 non-mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued will be distributed to all bidders who were sent the initial RFP and to those bidders represented and properly registered at the non-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 the UMDNJ, Department of Purchasing Services. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the UMDNJ for purposes of this 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 after contract award. 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 current business registration or show evidence of having applied 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>

1.4.12.1 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.

1.4.12.2 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 Vice President 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

The University of Medicine and Dentistry (UMDNJ) is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State

governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

“Holidays” – University holidays are New Years Day, Martin Luther King’s Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas.

“Locations Covered” – UMDNJ Locations are divided into two (2) regions as follows:

Central – Middlesex, Somerset and Union Counties.

Southern – Camden and Gloucester Counties.

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

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

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

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

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

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

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

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

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

“VOC” – Volatile Organic Compounds.

“UMDNJ Physical Plant Group Manager” - The UMDNJ Physical Plant Group Manager is the point of contact for the Contractor.

3.0 SCOPE OF WORK

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

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

3.02 SPECIAL NOTE - PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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3.03 Prevailing Wage Act

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

3.04 Locations Covered

3.04.1 For purposes of bidding and award, UMDNJ Locations will be divided into two (2) regions as follows:

Central – Middlesex, Somerset and Union Counties.

Southern – Camden and Gloucester Counties.

3.05 Method of Bidding

3.05.1 A bidder may submit a bid proposal for work in one or more of the Locations listed in Paragraph 3.04.1.

3.05.2 The Contractor agrees to do work at all locations within each region for which it had bid.

3.06 Method of Engagement

UMDNJ will offer the project to the Contractor that ranks first for that region. If the first ranking Contractor is not able to undertake the project and/or meet the University's timeframe, the project will be offered to the second ranking Contractor for that region. If the second ranked Contractor is not able to undertake the project and/or meet the University's timeframe, the project will be offered to the third ranked Contractor for that region. Any contractor that is unable to undertake a project for the University as requested will be subject to formal Contractor Complaints and their consequent penalties that may include demotion from their standing as Primary or Secondary Contractor or possibly even contract termination.

3.1 Painting

3.1.1 The Contractor must provide labor, paint, various materials, tools, supplies and equipment necessary to provide the painting and wall covering services listed in RFP including but not limited to, any and all pans, buckets, containers, etc. to contain product during application; any and all materials for masking and protection of surfaces, flooring, and equipment or fixtures not being painted; any and all scaffolding, ladders and extension devices used for application on elevated surfaces (must be able to successfully reach the highest point, at a given location, in a safe and efficient manner); any and all materials necessary for proper clean up of work area; any and all tools and/or devices that are generally accepted as industry standards to perform the job in a safe and efficient manner, and are acceptable to UMDNJ Physical Plant Group Manager. Select wall covering will be supplied by the University. Wall covering will be commercial grade and will be an average of four feet (4 ft) wide.

3.1.2 The Contractor shall be responsible for minor damage repair that is considered customary for this type work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs. Any significant damage that is discovered on any job shall be reported to the UMDNJ Physical Plant Group Manager immediately.

3.1.3. The Contractor shall move or protect equipment, furniture or fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.

3.1.4. The Contractor shall be able to deploy enough personnel and equipment to complete all jobs in a timely manner.

3.1.5 The Contractor shall turn in to UMDNJ Physical Plant Group Manager all unused paint sealed in its original container, free of foreign material and residue.

3.1.6 The Contractor shall establish and maintain storage conditions (dry, warm, well ventilated) for paint in accordance with manufacturer's instructions. No paint shall be stored in an UMDNJ electrical or boiler room.

3.1.7 The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions. All cotton waste, clothes and other hazardous materials shall be removed from site daily.

3.1.8 The Contractor shall dispose all hazardous waste in accordance with all applicable federal, state and local laws and ordinances and at no time shall the Contractor use dumpsters or trash receptacles at any UMDNJ facility.

3.1.9 The Contractor shall post "WET PAINT" signs during paint application.

3.2 Painting Preparation

The Contractor must perform the preparation of all surfaces for painting including, but not limited to, the following: sheetrock walls, previously prepared walls (vinyl and paper wall covering), masonry surfaces, concrete block walls, steel and wood doors, steel door bucks, etc.

3.2.1 New Construction Sheet Rock Walls - Preparation and painting of newly constructed sheetrock walls shall consist of priming and minor sanding.

3.2.2 Existing Construction Sheet Rock Walls - Preparation and repainting of existing sheetrock walls includes minor repair / spackling resulting from removal of pictures and cork boards, surface nicks, etc. The Contractor must provide adequate paint coverage to cover the existing color. Additional painting necessary to cover colors, other than existing, shall be quoted separately on an as needed basis using the bid prices as basis for the quote and must be brought to the attention of UMDNJ Physical Plant Group Manager prior to the start of the work. All paint required for newly constructed and existing sheetrock walls shall be Sherwin Williams Super Latex Base Paint, low Volatile Organic Compounds (VOC) or the equivalent as determined by UMDNJ.

3.2.3 Doors - Preparation and painting of steel or wood doors, typical size 36"x 80", shall include primer, paint, stain and sealer. Paint on doors and bucks shall be industrial coat, oil base, enamel.

3.2.4 Door Jambs - Preparation and painting of steel or wood jambs shall include primer, paint or stain. Paint on jambs shall be industrial coat, oil base, enamel.

3.2.5 Block Walls - Preparation and repainting of block walls will require rigid scheduling, since it occurs in research areas. All paint required for block walls shall be Sherwin Williams water based epoxy or the equivalent as determined by UMDNJ (Blue Glimpse will be the color standard).

3.3 Painting Application

3.3.1 Contractor shall roll or brush all surfaces. No spraying will be allowed.

3.3.2 Contractor shall apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface.

3.3.3 Contractor shall apply paint to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, runs, sags or other surface imperfections.

3.3.4. Contractor shall allow manufacturer's specified drying time and ensure current coating adhesion for each coat before applying next coat.

3.3.5. Contractor shall contact the UMDNJ Physical Plant Group Manager Representative for approval of additional coats if undercoats or other conditions show through topcoat.

3.3.6 Contractor shall mix all paint products. Paints that have settled to a condition that makes them difficult to mix shall be removed from job. Skins and other irregular particles shall be removed by straining with fine nylon. Only clean equipment and tools shall be used.

3.3.7. Contractor shall ensure where coating application abuts other materials or other coating colors and shall terminate coating with a clean, sharp termination line without coating overlap.

3.3.8 Contractor shall not paint over Underwriter Laboratories, UMDNJ or other code-required labels or equipment name, identification, performance rating or nomenclature plates.

3.4 Cleaning

3.4.1. At end of each work period, Contractor shall remove rubbish, empty cans, rags and other discarded materials.

3.4.2. After completing paint application, Contractor shall clean spattered surfaces and remove spattered paints by washing, scraping or other methods. Do not allow spattered paint to dry. Do not scratch or damage adjacent finished surfaces that are being cleaned.

3.4.3. Contractor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed to protect from contact with paint.

3.4.4. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.

3.4.5. Contractor shall remove protective materials.

3.5 Painting Protection

3.5.1. Contractor shall protect surrounding areas and surfaces to preclude damage during work.

3.5.2. During work progress, Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.

3.5.3. Contractor shall provide drop cloths, shields, painters tape, furniture coverings and other protective equipment as required by job conditions.

3.5.4. Contractor shall be totally responsible for any damage that occurs due to misplaced paint.

3.5.5. Contractor shall erect barriers as necessary to protect students, staff and visitors during the performance of the work.

3.5.6. Contractor shall be responsible for any damage caused by its employees or equipment. Such damages include but are not limited to paint applied, either on purpose or by accident, to floor; desk, computers and other structures not intended to be painted.

3.6 Painting Warranty

If applied paint fails to adhere to surface due to not following the manufacturer's specifications, it shall be the Contractor's responsibility to remove failing paint, properly prepare surface and repaint at Contractor's expense.

3.7 Wall Covering

3.7.1 Preparation - Preparation of walls for papering or painting, after wallpaper is removed or if wallpaper remains in place, shall be done by applying patching, floating a thin coat, and cleaning wall surfaces.

3.7.2 Select wall covering will be supplied by the University. Wall covering will be commercial grade and will be an average of four feet (4 ft) wide.

3.8 Moving of Equipment and Furniture

Moving of equipment and/or furniture in occupied offices and laboratories shall be the responsibility of the Contractor.

3.9 Major Sheet Rock Wall Repair.

The Contractor shall provide labor for major sheet rock wall repair and all material required for the accomplishment of this project. The project materials shall be market price and subject to UMDNJ Physical Plant Group Manager review and approval.

3.10 Scheduling.

All work shall be scheduled with UMDNJ Physical Plant Group Manager and the Contractor must provide required services and supplies as needed or scheduled at any time, and whether the work requirement is a small or a large project. Contractor must perform work as scheduled to minimize occupant disruptions.

Upon scheduling of a project by the UMDNJ Physical Plant Group Manager, the Contractor must perform all work greater than 2,000 square feet unless otherwise specified, between the hours of 6:00 P.M. and 3:00 A.M. and the remaining work completed on weekends and/or evening hours.

3.11 Performance Standards.

3.11.1 The Contractor must supervise the work.

3.11.2 UMDNJ will inspect and monitor the progress of each project.

3.11.3 The Contractor workmanship will be evaluated on the basis of a review of the work performed for each project and the Contractor work must satisfy trade and/or industry standards.

3.11.4 When the UMDNJ Physical Plant Group Manager has given the Contractor a written notice of a pending project by letter or fax, the Contractor must respond to the request within three (3) business days. If the Contractor fails to respond within the (3) business days, the Contractor will be put on notice in writing for failure to respond. If the contractor receives three written notices for failure to respond in one year's time, the contract may be terminated for cause by the Vice President of Supply Chain Management, the contracting officer for UMDNJ.

3.11.5. The Contractor must start the project as specified in the written notification. If the Contractor cannot start the project work specified in the written notification, the Contractor will be placed on written notice for failure to start the project. During the course of one contract year if the Contractor receives three (3) written notices for not starting projects on time, the contract may be terminated by the Vice President of Supply Chain Management, the contracting officer for UMDNJ.

3.12 Prevailing Wage

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

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

Bidders are to submit in the bid price line at Section 8.3 and 8.4 the amount UMDNJ will be charged **OVER** the Prevailing Wage Rate. This price will be added to the Prevailing wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

Sample Bid Price Sheet**:

	Quantity	Unit	SAMPLE BID PRICE Cost* To UMDNJ Over Prevailing Wage	Total Cost Hourly Rate Charged to UMDNJ
Sample Prevailing Wage Rate	1	HR	<u>Bidders shall submit an all inclusive Bid Price over The Prevailing Wage Rate</u>	Prevailing Wage Rate + Price Over Prevailing Rate
Sample Prevailing Wage Rate: \$60.00	1	HR	\$5.00 / HR	\$ 65.00
Sample Prevailing Wage Rate: Overtime Rate: \$90.00	1	HR	\$5.00 / HR	\$ 95.00

***Cost includes bidders FICA, workmen compensation, social security, unemployment insurance and all overhead plus profit per hour.**

****In this Overtime Sample, UMDNJ will not pay a 1.5 multiplier for the Bid Price Cost to UMDNJ. UMDNJ will only pay Prevailing Wage Rate and the Bidders stated Price over the Prevailing Wage (\$90.00 + \$5.00 = \$95.00).**

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

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

4.2 Contract Transition

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

4.3 Precedence of the University's Standard Terms and Conditions

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

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

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

4.4 Insurance

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

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

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

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

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

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

4.5 Departure From Bid Specifications or Terms and Conditions

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

4.6 Contract Amendment

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

4.7 Contractor Responsibilities

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of

deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

4.8 Substitution of Staff

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

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

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

4.9 Substitution or Addition of Subcontractor(s)

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

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

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

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

4.10 Ownership of Material

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

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

4.11 Data Confidentiality

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

4.12 News Releases

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

4.13 Advertising

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

4.14 License and Permits

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

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

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

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

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

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

4.17 Additional Work and/or Special Projects

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

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

4.18 Option to Reduce Scope of Work

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

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

4.19 Suspension of Work

The Vice President may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order or

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

4.20 Change in Law

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

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 Small Business Subcontractor Utilization Plan

The Contractor shall subcontract with set-aside firms according to the percentages stated in the "Supplier Diversity and Vendor Development Diversity Vendor Policy/Requirements" information which is attached to this RFP.

Upon contract award, the Contractor shall report all payments made to minority and female business subcontractors to the using agency's project manager.

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

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

Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

4.25.1 State Treasurer Review

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

4.26 New Jersey Election Law Enforcement Commission Requirement

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

4.27 Material Safety Data Sheets

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

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 three (3) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

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

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

The bidder 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

Since this procurement involves set-aside subcontracting requirements, the bidder must return the attached Subcontractor Utilization Plan Form or, in the alternative, the bidder must address the issue of set-aside subcontracting in its bid proposal. Upon contract award, the contractor shall report all payments made to all such subcontractors to the UMDNJ, Office of Supplier Diversity and Vendor Development.

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

5.5.5 Bid Bond

Not applicable under this contract.

5.5.6 Business Associate Agreement

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

5.5.7 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 or show evidence of having applied 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 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

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

http://www.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

5.5.9 Contract Price Increase (Prevailing Wage)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the The Director of Purchasing for a price increase after the increase is announced by the federal government. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit to The Director of Purchasing for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by The Director of Purchasing.

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 UMDNJ that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UMDNJ that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of 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 UMDNJ that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

5.6.2 Contract Management

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

5.6.3 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable items(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

5.6.4 Implementation Plan

It is essential that UMDNJ move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:

5.6.4.1 A detailed timetable for the implementation period. The timetable should be designed to demonstrate how the bidder will have all services available within the time frame indicated in the RFP.

5.6.4.2 The bidder's plan for the deployment and use of management, supervisory or other key personnel during the implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's implementation of the contract within the period specified.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the implementation period.

5.6.4.3 The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the implementation period. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc., that will be required to fully implement the contract required start date.

5.6.4.4 The bidder should submit plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the implementation plan.

5.6.5 Budget

The bidder should submit the budget it has developed for providing the services required by this RFP. *This information will be used for evaluation purposes only*, and is intended to provide the University with an additional perspective on how the bidder will allocate financial resources in undertaking the work required by this RFP.

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 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 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 Subcontractor(s)

5.7.8.1 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.

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

5.7.8.3 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.

5.7.8.4 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 Section 4 – Cost Proposal

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

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

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

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

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

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

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

- 6.3.1 The bidder's general approach and plans to meet the requirements of this RFP. Emphasis shall be on work involving sensitive areas of the campus such as research labs and clinical areas.
- 6.3.2 The bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.
- 6.3.3 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.
- 6.3.4 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.
- 6.3.5 The bidder's cost proposal.
- 6.3.6 The contracts awarded as a result of this RFP will be made as follows:
 - 6.3.6.1 One (1) primary and two (2) back up Contractors will be awarded for work in the Central Region.
 - 6.3.6.2 One (1) primary and two (2) back up Contractors will be awarded for work in the Southern Region.
 - 6.3.6.3 The Contractors will be ranked primary, back up #1 and back up #2 for each of the regions. The lowest responsive qualified bidder in each region will be ranked primary, the second lowest will be ranked #1 back up and the third lowest will be ranked #2 back up.

6.4 University's Right to Consider Additional Information

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

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

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

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

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

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

6.5 Contract Award

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

6.6 Bidder's Right to Challenge a Contract Award

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

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

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

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

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

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

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

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

7.3 CONTACT INFORMATION

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

Name: _____
Address: _____

Business Phone Number: (____)-____-____
Business Fax Number: (____)-____-____
Email address: _____

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

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

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

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

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

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

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

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

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

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

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

Name: _____
Address: _____

Role of this person for this contract: _____

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

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

Name of Insurance Firm: _____

Address of Insurance Firm: _____

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

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

7.4 RESUME FORM: ON-SITE SUPERVISOR(S)

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 _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

2. 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 _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

7.5 REFERENCES OF FIRM

The bidder should list references that clearly demonstrate the bidder’s proven capabilities in performing emergency response 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 INSTITUTIONAL OR MEDICAL SITE 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 FACILITY WHERE THE PAINTING AND WALL COVERING SERVICES ARE DONE. SIZE OF FACILITY IN SQUARE FEET, NUMBER OF ROOMS, TYPE OF FACILITY:

2. NAME OF INSTITUTIONAL OR MEDICAL SITE 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 FACILITY WHERE THE PAINTING AND WALL COVERING SERVICES ARE DONE. SIZE OF FACILITY IN SQUARE FEET, NUMBER OF ROOMS, TYPE OF FACILITY:

3. NAME OF INSTITUTIONAL OR MEDICAL SITE 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 FACILITY WHERE THE PAINTING AND WALL COVERING SERVICES ARE DONE. SIZE OF FACILITY IN SQUARE FEET, NUMBER OF ROOMS, TYPE OF FACILITY:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.6 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: _____

7.7 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.

7.8 SUBCONTRACTOR DATA SHEET(S)

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

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

1. PROVIDE SUBCONTRACTOR’S NAME, ADDRESS, CONTACT PERSON AND 24-HOUR PHONE NUMBER:

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

24-HOUR PHONE NUMBER: _____

2. LIST BELOW THE NAME(S), TITLE(S) AND FUNCTION(S), OF THE RESPONSIBLE OPERATING OFFICERS:

NAME	TITLE	FUNCTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. SPECIFY, IN DETAIL, THE FUNCTION(S) THE SUBCONTRACTOR WILL BE PERFORMING:

(SUBCONTRACTOR DATA SHEET (CONTINUED))

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

8.2 WALL COVERING LOCATIONS COVERED _____

- 8.2.1 Preparation & Hanging of wall covering: \$ _____ Sq. Ft.
- 8.2.2 Removal of existing wall covering: \$ _____ Sq. Ft.
- 8.2.3 Preparation of walls for wall covering or
after wall covering is removed: \$ _____ Sq. Ft.
- 8.2.4 Preparation/Painting of vinyl covered walls: \$ _____ Sq. Ft.
- 8.2.5 Wall covering Requiring Scaffolding: \$ _____ Sq. Ft.
- 8.2.6 % markup on wallpaper over "Contractor actual cost" _____ %

Note: Contractor actual cost is the dollar amount paid by the Contractor for the wallpaper requested by the department. It does not include freight, employee wages, taxes or any other possible charges unless approved in writing by the approved designee of UMDNJ. Discounts off list price or % markup over list price or end user price are not acceptable. The percentage over actual cost shall include all office, administrative, and technical resources necessary for the procurement, identification and management of new wallpaper.

8.3 Major Sheetrock Wall Repair LOCATIONS COVERED _____

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

- 8.3.1.1 Carpenter: **Amount Charged OVER the Prevailing Wage Rate:** _____/Hr
- 8.3.1.2 General Laborer: **Amount Charged OVER the Prevailing Wage Rate:** _____/Hr

NOTE: The above hourly rate must be an all inclusive hourly rate, including but not limited to: overhead, profit, clerical support, travel time and expenses, safety equipment, office material, supplies, off-site managerial support and all documents, forms and reproduction thereof. No allowances will be granted after this RFP is awarded.

NOTE: Pricing for the 4th and 5th option years of the contract, if exercised, will be the same as above pricing for all items in Section 8.0.

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

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

8.4 Moving of Equipment and/or Furniture LOCATIONS COVERED _____

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

8.4.1.1 General Laborer: **Amount Charged OVER the Prevailing Wage Rate:** _____/Hr

NOTE: The above hourly rate must be an all inclusive hourly rate, including but not limited to: overhead, profit, clerical support, travel time and expenses, safety equipment, office material, supplies, off-site managerial support and all documents, forms and reproduction thereof. No allowances will be granted after this RFP is awarded.

NOTE: Pricing for the 4th and 5th option years of the contract, if exercised, will be the same as above pricing for all items in Section 8.0.

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

9.0 **REQUIRED FORMS**

9.1 **FORMS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

- Ownership Disclosure Form - attached
- MacBride Principle Certification – attached
- The business registration form (Form NJ-REG) or proof of application on or before the bid opening date which can be found online at:
<http://www.state.nj.us/treasury/purchase/busreg.htm>
- Public Works Contractor Registration (OR Interim Registration). To complete the registration processes for Public Works Contractor Registration please visit:
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html or contact New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464. **As mandated by NJ Statute, this must be submitted with the bid.**
- Small Business registration or show evidence of having applied on or before the bid opening date. To register as a small business please visit:
<http://www.nj.gov/njbusiness/small/>, navigate to Small Business Set-Aside Program or contact the Business Services Call Center at 1-866-534-7789.

9.2 **DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

- Business Associate Agreement - attached
- Two Year PL 51/Executive Order 117 Vendor Certification Form - attached and can be found online at: http://www.umdny.edu/purchweb/words_download/c51_eo117.pdf and instructions for completion of the forms - attached and can be found online at: http://www.umdny.edu/purchweb/words_download/c51_eo117_instr.pdf
- Affirmative Action Employee Information - attached and can be found online at: http://www.umdny.edu/purchweb/words_download/Form%20AA%20302%20.pdf
http://www.umdny.edu/purchweb/words_download/AA302_instructions.pdf

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing 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 _____

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 Vice President of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Vice President 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 Vice Presidents 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 Vice Presidents 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

Title

PBMACB 12/95

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. **PURPOSE**

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

II. **DEFINITIONS**

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

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

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

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

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

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

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

III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:

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

2. UMDNJ Vendor Diversity Program Goals and Targets:

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

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

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

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

3. Program Requirements

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

4. New Reporting Requirement

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

5. Important Process Change

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

6. Other UMDNJ Policies and Procedures:

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

B. Responsibilities

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

Revised 1/23/04
8/23/05

**Business Associate Agreement
Involving the Access to Protected Health Information**

The following provisions (Amendment) are added and incorporated into the attached (Name of "Agreement") entered in between UMDNJ-University-wide ("Covered Entity") and _____ (Business Associate),
_____ (Name and address of Contracting Party)

herein collectively referred to as the "Parties". Any conflict in the terms of the Agreement and this Amendment shall be governed by the terms of this Amendment.

WHEREAS Covered Entity is the state university of health sciences in New Jersey which maintains and operates UMDNJ;

WHEREAS Business Associate performs Interior Painting and Wall Covering Services work which requires it to have access to confidential health information that is considered protected pursuant to federal, state and/or local laws and regulations;

WHEREAS Covered Entity desires to protect the confidentiality and integrity of the information noted above, prevent inappropriate disclosure of such information and comply with all applicable federal, state and/or local laws and regulations governing the use and disclosure of such information;

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

- A. The Parties to this Agreement agree that Business Associate, its agents and employees may have access to confidential protected health information ("PHI"), including but not limited to demographic information. As used herein, PHI shall mean individually identifiable health information, as defined in 45 CFR § 164.501 which includes health information that (i) identifies an individual (or can be used to form a reasonable basis upon which to identify an individual), (ii) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (iii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care to an individual; and (iv) is shared, transmitted or otherwise communicated between Covered Entity and Business Associate (including subcontractors or agents of such parties) in connection with this Agreement.

B. The Parties to this Agreement agree that Business Associate:

- a. will not use or further disclose PHI other than as permitted by this Agreement;
- b. will ensure that all transmissions of PHI are authorized and in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1999, as amended from time to time (“HIPAA”) and will not use or disclose PHI in a manner that violates or would violate HIPAA;
- c. will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- d. will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- e. will (i) promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including but not limited to systems compromises, immediately upon becoming aware of such unauthorized use or disclosure; (ii) will take all necessary steps to prevent and limit any further improper or unauthorized disclosure and misuse of such information; and (iii) indemnify and hold Covered Entity, its Vice Presidents, officers, agents, and employees harmless from all liabilities, costs and damages arising out of, or in any manner connected with, the disclosure by Business Associate, its employees, agents, or independent contractors; and (iii) permit Covered Entity to investigate any such report and to examine Business Associate’s premises, records and premises;
- f. will promptly report to the Covered Entity any security incident of which the Business Associate becomes aware; a security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- g. will ensure that to the extent that the Business Associate it uses one or more agents, including subcontractors, to provide services under this Agreement, such subcontractors or agents who receive or have access to PHI that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, will comply with the same restrictions and conditions to which Business Associate is bound by entering into a separate written agreement between Business Associate and its subcontractors to that effect;
- h. will ensure that any agent, including a subcontractor, to whom the Business Associate provides electronic protected health information, agrees to implement reasonable and appropriate safeguard to protect the electronic protected health information.

- i. will, at the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the individual to whom such PHI relates or his or her authorized representative in order to meet a request by such individual under promptly notify Covered Entity as required by 45 CFR §164.524;
- j. will, at the request of, and in the time and manner designated by the Covered Entity, incorporate any and all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete in accordance with 45 CFR § 164.526;
- k. will, at the request of, and in the time and manner designated by the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity, including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements, to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR 528;
- l. will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services governmental officers and agencies and Covered Entity for purposes of determining compliance with 45 CFR §§ 164.500-534; and
- m. will adhere to the Covered Entity's HIPAA policies and procedures.

C. Termination for violation of disclosure restrictions. Notwithstanding any other provision of this Agreement, Covered Entity may terminate this Agreement and any related agreements, without penalty if Covered Entity determines that Business Associate has violated a material term of this Agreement's restrictions, safeguards or requirements relating to the proper use and disclosure of PHI. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of a breach of the terms of this Agreement relating to PHI; and (ii) afford Business Associate an opportunity to cure such breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within 10 business days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 business days. Covered Entity may immediately terminate this Agreement for Business Associate's failure to cure in the manner set forth in this section.

D. Return/Destruction of PHI. Business Associate agrees that, upon termination of this Agreement for any reason, it will if feasible, return or destroy all PHI maintained in any form (including ensuring the return or destruction of all PHI in the possession of its subcontractors or agents) received from, or created or received by it on behalf of Covered Entity and retain no copies of such information.

An authorized representative of Business Associate shall certify in writing to covered Entity, within five (5) days from the date of termination or other expiration of this

Agreement, that all PHI has been returned or disposed of as provided above, (including all PHI in the possession of its subcontractors or agents) and that neither Business Associate nor its subcontractors or agents retains any such PHI in any form.

- E. **No Feasible Return/Destruction of PHI.** To the extent that the return or destruction of PHI as provided for in *Section 4* above is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding any other provision of this Agreement to the contrary, Business Associate shall remain bound and shall ensure that the provisions of this Agreement, similarly bind its subcontractors and agents even after termination of this Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in accordance with this section.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure, nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- G. **Legal Action.** Business Associate agrees that unauthorized disclosure of PHI may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate. Business Associate further agrees that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach and are not be susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Agreement, covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Covered Entity from pursuing any other remedies available to Covered Entity for such breach or threatened breach, including recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.
- H. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- I. **Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such

provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

- J. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- K. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- L. **Reference:** Code of Federal Regulations, Title 45, Part 160 et seq.

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

Covered Entity

Business Associate

By: _____

By: _____

Title: Francis X. Colford
Vice President for
Finance and Treasurer

Title: _____

Date: _____

Date: _____

Revised 2/21/07