



HENRY J. AUSTIN HEALTH CENTER (HJAHC)  
321 NORTH WARREN STREET  
TRENTON, NJ 08618

REQUEST FOR  
PROPOSAL

MOBILE HEALTH UNIT (MHU)  
US DEPARTMENT OF HEALTH AND HUMAN  
SERVICES HEALTH RESOURCES SERVICES  
ADMINISTRATION (HRSA)

AMERICAN RESCUE PLAN CAPITAL GRANT

## 1. INTRODUCTION

**Henry J. Austin Health Center (HJAHC) is located in Trenton, New Jersey. Established in 1969 as Trenton’s Neighborhood Health Center, HJAHC was incorporated in 1986 as a private, non-profit 501(c)(3) entity.**

Who we are as an organization is steeped in the history of our city and legacy of Dr. Henry J. Austin, who we are honored to be named after an African American and Princeton resident, came to Trenton to practice medicine because Jim Crow laws prohibited this in his own hometown. Following Dr. Austin’s pledge to provide high quality health care to those that need it most, Henry J. Austin Health Center has been committed to providing the best care possible for the last five decades. We have been Joint Commission accredited since 1999 and we are a National Committee on Quality Assurance (NCQA) certified Patient-Centered Medical Home (PCMH) since 2013.

Henry J. Austin Health Center is the largest non-hospital based ambulatory care provider in the city and we understand the importance of delivering health care to a culturally diverse community. We are proud of our work to provide trauma informed holistic care. Our focus on multi-disciplinary collaborative care includes primary care, behavioral health care, oral health care and clinical pharmacy services. We also understand our community has complex needs and so we offer additional services that support the social determinants of health including services like transportation, food assistance, medication assistance and translation services. Henry J. Austin Health Center is a Federally Qualified Health Center (FQHC). FQHC is a federal designation from the Bureau of Primary Health Care and the Center for Medicare and Medicaid Services that is assigned to private non-profit or public health care organizations that serve predominantly uninsured or medically underserved populations. FQHCs are located in or serving a federally designated Medically Underserved Area/Population.

## 2. PROJECT OVERVIEW

As part of its Outreach Program, HJAHC is implementing Mobile Health Units services. The intent is to extend primary care access, health screenings, and education to those with limited access to health services, including minorities, low-income families, and underserved communities.

## 3. REQUIRED QUALIFICATIONS

Vendors interested in responding to this solicitation must demonstrate their ability to successfully provide the required service outlined in the scope of work, contained herein. Only proposals from qualified vendors meeting the requirements below shall be considered for an agreement.

## 4. CALENDAR OF EVENTS

|                                |                   |
|--------------------------------|-------------------|
| Issue RFP/Open                 | December 15, 2021 |
| Deadline for Written Questions | December 31, 2021 |

|                                     |                  |
|-------------------------------------|------------------|
| <b>Proposal Submittal Deadline</b>  | January 10, 2022 |
| Estimated Notification of Selection | January 24, 2022 |
| Estimated AGREEMENT date            | January 31, 2022 |

\*\*Dates indicated above are subject to change at the sole discretion of HJAHC.

## 5. HJAHC POINT OF CONTACT

Questions and correspondence regarding this solicitation shall be directed to the primary HJAHC contact for this solicitation:

Anita Porbeni, MD, MSPH, PMP

Director of Transformation

Henry J Austin Health Center

321 N. Warren St.

Trenton, NJ 08618

[anita.porbeni@henryjastin.org](mailto:anita.porbeni@henryjastin.org)

cc: [rachael.evans@henryjastin.org](mailto:rachael.evans@henryjastin.org)

**All questions and written communications** regarding this solicitation shall be submitted in writing (e-mail is acceptable) to point of contact above. The questions will be researched, and answers will be communicated to all known interested vendors.

## 6. SCOPE OF WORK

The scope of work outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

HJAHC is currently accepting proposals to design and build a fully stocked 38', or more, 2021/22 mobile clinic for use as a mobile medical clinic capable of supporting primary care services.

The scope of this project includes all design, construction, equipment, training, and delivery of the mobile clinic. The completed unit shall meet all applicable documents, publications, and standards in effect at the time of manufacture. These shall include, but not limited to, all U.S. Department of Transportation [DOT] and Federal Motor Vehicle Safety Standards [FMVSS], requirements as applicable.

The following criteria/equipment must be met to comply with minimum specifications:

- Approximately 38' or more 2021/2022 vehicle
- Minimum of 2 exam rooms
- Wheelchair lift (handicapped accessibility as demonstrated by lift and patient-friendly environment that is easy to navigate)
- Sterilization area
- Vital Signs area with sink and medical vaccine refrigerator, medical freezer, staff refrigerator, and workspace
- Microwave

- Shore Power Cord (35')
- 32" Flat-screen HDTV
- Back up camera
- Automatic transmission
- Air suspension
- Commercial grade generator
- Back-up generator
- Exterior outlet
- Electric awning
- Deluxe cabinetry
- Basic graphics package of exterior rear cabin 100% coverage

Include all medical equipment for a fully equipped and functional mobile clinic. At a minimum, the following equipment is desired.

**Medical Equipment:**

- Medical grade vaccine refrigerators and a medical grade vaccine freezer
- Exam room privacy curtains
- Exam table and exam lights, patient exam chair, mobile cart
- Glove dispensers, needle containers and disposal, adult scale
- Otoscope/ophthalmoscope, sphygmomanometer
- Physician's stool
- Vital Signs equipment

Alternate Configurations – Other vehicles that meet the needs specified above will be considered if there is information provided to justify suitability for the scope of work to be performed.

**7. PROPOSAL SUBMISSION REQUIREMENTS**

This Request for Proposal represents the requirements for an open and competitive process. **Proposals are required to be submitted on or before 3 p.m. EST, Monday, January 10, 2022.** Any proposal received after this date and time will not be considered. An official agent or representative of the company **must sign all proposals by submitting a cover letter.** The cover letter must also include the primary contact's name, phone number, and email.

To be considered, all proposals must be completed and submitted following these instructions and utilizing the Cost Proposal Worksheet which is provided to all confirmed participants. Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

The costs must be all-inclusive for parts, labor (internal and contracted), and fees for the delivered and fully equipped mobile clinic. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Any proposals, which call for outsourcing or contracting work, must include a name and description of the organizations being contracted.

### **Cost requirements for proposal submission**

Costs for the mobile clinic must be divided into the following areas and submitted via the Cost Proposal Worksheet provided herein. Vendors may include a more detailed cost proposal; however, the Cost Proposal Worksheet must be used showing the basic information requested.

**Scaled Drawing(s)** – At a minimum, provide detailed elevations of the unit that you propose, and a completely detailed scale floor plan, including cabinets, exam equipment, etc.

**Warranties** – All vendor and manufacturer warranty information must be provided. Vendors should also provide options and cost for any extended warranty they offer and the nearest authorized service location(s) for warranty service including the name of the dealership, address, and phone.

**Vendor Qualifications** – Vendors must provide the following items as part of their proposal for consideration:

- Description of experience in designing and building a mobile medical clinic
- List of how many full-time, part-time, and contractor staff in your organization
- Examples of similar vehicle projects completed with references; please provide at least three (3)
- Overview of the timeframe and major steps for completion of the project; production time and estimated delivery date must be specified
- List of medical equipment vendors used.

### **Exceptions**

Submit any and all exceptions to this solicitation on separate pages. Each exception shall reference the RFP section number, and briefly explain the reason for taking exception as appropriate. Vendor should note that the submittal of an exception does not obligate HJAHC to revise the terms of the RFP or agreement.

### **Appendix**

Appendices may provide any additional information believed to be applicable to this proposal package; include such information in an Appendix section.

## **8. QUALITY AND WORKMANSHIP**

The mobile unit must be manufactured to high quality and workmanship standards such as, but not limited to:

- The mobile health unit shall be free from defects that may impair its serviceability or detract from appearance. The general appearance of the mobile health unit shall not show any evidence of poor workmanship.
- All bodies, systems, equipment, and interfaces with the chassis shall be done per the OEM's Body Builders Book.
- All components shall be new. Defective or refurbished components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to

overcome deficiencies, shall not be furnished without the approval of the purchaser. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. Welded, bolted and riveted construction utilized shall be in accordance with the highest standards of the industry.

The following deficiencies shall be cause for rejection:

- Rough, sharp or unfinished edges, burrs, seams, corners, joints, cracks, and dents.
- Non-uniform panels. Edges that are not radiused, beveled, etc. Body panels or components that are uneven, unsealed, or contain cracks, dents or have voids.
- Paint runs, sags, orange peel, fisheyes, etc., and any other imperfection of lack of complete coverage of paints or coatings.
- Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc. such as door, body panels, and hinged panels.
- Hoses, wiring or harness routed through panels and bulkheads without grommet or other protective insulation, routed across components in a manner allowing chaffing to occur or routed in such a manner to be damaged by the exhaust system.
- Improper electrical connections, or loose, vibrating, or abrading components.
- Interference of chassis components, body parts, doors, etc.
- Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
- Of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.).
- Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
- Incomplete or improper welding, riveting, or bolting.
- Lack of uniformity and symmetry where applicable.
- Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim. Noise, panel vibrations, etc.
- Improper body design that could cause injury during normal use or maintenance, and which fail to provide access to perform routine or mandatory repairs or maintenance on the mobile health unit electrical and mechanical systems. In addition, the improper combination of options which by their combination and installation are incompatible regarding function or safety.
- Sagging, non-form fitting upholstery or padding.
- Incomplete or incorrect application of rustproofing.
- Equipment malfunctions.
- Inadequate welding, riveting, bolting, or attachment of components.
- Visual deformities.
- Unsealed appurtenances or other body components, leaking gaskets, etc.
- Delamination of plastic composition materials.
- Any deviation from specification requirements or manufacturer's standard production practice whether or not stipulated herein, that detracts from form, fit, function, durability, reliability, safety, performance, or appearance.

Any deviation from specification requirements or any other item, whether or not stipulated herein, that affects form, fit, function, finish, durability, reliability, safety, performance, or appearance shall be cause for rejection.

## 9. EVALUATION CRITERIA

HJAHC will award this contract based on the most responsible and responsive proposal received. Price is important, but price alone will not be the sole determination for an award. The determination for the award is the responsibility of HJAHC personnel. Issues such as conformance to the specifications contained herein, reference feedback, experience at similar projects, length of time in business, the quality of construction proposed, design details, warranty, and many other factors including price will be evaluated. HJAHC reserves the exclusive right to reject, for any reason at its sole discretion, the proposal of any vendor. By signing your RFP response proposal, you agree to the award criteria and process stated in this paragraph.

HJAHC will evaluate all proposals based on the following criteria. To ensure consideration for the RFP, your proposal should be complete and include the following:

- **Overall Proposal Suitability:** Proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- **Value and Cost:** Bidders will be evaluated on the cost of their solution(s) based on the equipment produced and work to be performed in accordance with the scope of this project.
- **Production Time and Delivery Date:** Proposals will be evaluated based on the respondent's production time and the proposed delivery date.

## 10. PROJECT TIMELINE

Evaluations of proposals will be conducted within 14 days of bid opening. If additional information or discussions are needed with any vendor during the evaluation period, the vendor(s) will be notified.

Vendor selection will be completed not later than January 24, 2022, and all participating vendors will be notified immediately thereafter. HJAHC reserves the right to extend timelines if deemed necessary.

Final contract terms and conditions will be negotiated with the selected vendor. All contractual terms and conditions will be subject to review by HJAHC.

**Equipment Construction Timeline:** The timeline/schedule for the vehicle build phase of the project is negotiable, but desired delivery date for the mobile clinic is **January 23, 2023 or your earliest date thereafter.**

HJAHC reserves the right to waive irregularities and to reject any or all bids. HJAHC also reserves the right to negotiate with the selected vendor in the event the price exceeds available funds.

HJAHC may consider informal any bid not prepared and/or not submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered.

## **11. CHECKLIST OF ITEMS TO BE RETURNED**

To be considered all proposals must be complete and submitted following these instructions and utilizing the Proposal Worksheet. Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

### **Due on or before 3 p.m. EST on January 10, 2022:**

- Cover Letter signed by an authorized company representative with respondent contact information.
- Description of experience in designing and building mobile medical clinics included in the cover letter or separate.
- Examples of similar vehicle projects along with 3 references including company name, contact name, contact email, and contact phone number.
- Scaled Drawings depicting the submitted proposal illustrating the layout.
- Overview of end to end project timeline and major steps/ checkpoints with the estimated delivery date specified.
- Completed Proposal Worksheet which must be filled out in its entirety and contains:
  - Financial Quote
    - Base Vehicle cost, fees, standard equipment/features
    - Optional Accessories included in the proposal
    - Medical Equipment
    - Additional Options Offered
  - Warranty Information
  - Training Provided
  - Timeframe for completion of the project
  - Closest Authorized Service Location(s) noting name, address, phone number, and proximity to the client
  - List of Medical equipment vendors utilized

## 12. PROPOSAL SUBMISSION AND QUESTIONS

This RFP is available to interested parties through the HJAHC contact office designated in Section 5 above. All requests for information concerning this RFP should be directed to the contact office designated above in writing (e-mail is acceptable) by the due date specified above, or if no date is specified, seven (7) days prior to the due date for proposals.

Responses to this RFP are due by **3 p.m. EST on January 10, 2022**. One (1) original and one (1) copy of the complete proposal must be mailed or hand-delivered in a sealed envelope marked:

Attention:  
MERKLE CHERRY  
CHIEF OPERATING OFFICER  
HENRY J AUSTIN HEALTH CENTER INC. (HJAHC)  
321 NORTH WARREN STREET  
TRENTON, NJ 08618

Questions, interpretations, or clarifications concerning this RFP shall be submitted in writing (E-mail is acceptable) and directed to: [anita.porbeni@henryjain.org](mailto:anita.porbeni@henryjain.org)  
cc: [Rachael.Evans@henryjain.org](mailto:Rachael.Evans@henryjain.org), no later than **December 30, 2021**.

The selected proposer will enter into negotiations with HJAHC regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected proposer within a reasonable time, HJAHC may reject that proposer and commence negotiations with one or more other proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

HJAHC reserves the right to terminate this solicitation prior to entering into any agreement with any qualified firm pursuant to this Request for Proposal, and by responding hereto, no firms are vested with any rights in any way whatsoever.

HJAHC reserves the right to reject any or all proposals for not complying with the terms of this RFP.



### 13. Terms and Conditions

The terms and conditions contained in this section or, in the sole discretion of HJAHC, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP. As indicated in the criteria for selection of this RFP, anytime the **awarded proposer** is cited will henceforth be referred to as the “**Contractor**” or “**Proposer**”

This RFP constitutes an invitation to make proposals to HJAHC. Accordingly, this RFP does not commit HJAHC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, HJAHC reserves the right to award this contract to the Proposer(s) that best meets the requirements of the RFP, and not necessarily to the lowest Proposer. HJAHC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of HJAHC to do so. HJAHC reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:

1. Contractor certifies that the individual or business entity named in this Agreement has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
2. HJAHC reserves the right to determine whether to interview some or all or the Proposers, and to conduct such interviews privately.
3. HJAHC reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies HJAHC’s overall interests.
4. HJAHC reserves the right to select the proposal it believes to be most beneficial to HJAHC. HJAHC’s decision-making and selection process will be discretionary and will be based on a variety of factors within its evaluation criteria.
5. HJAHC reserves the right to waive or extend deadlines.
6. HJAHC reserves the right to accept proposals in whole or in part.
7. HJAHC reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals.
8. HJAHC reserves the right to request additional information from any Proposer.

9. HJAHC reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.
10. HJAHC reserves the right to supplement, amend or otherwise modify this RFP.
11. HJAHC reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
12. HJAHC reserves the right to negotiate with any Proposer, or with all or none of the Proposers.
13. HJAHC reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
14. HJAHC reserves the right to award to one or more proposers.
15. Preparation of a response to this RFP will be at the sole cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from HJAHC for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.
16. Each submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
17. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to HJAHC:  
Attention:  
MERKLE CHERRY  
CHIEF OPERATING OFFICER  
HENRY J AUSTIN HEALTH CENTER INC. (HJAHC)  
321 NORTH WARREN STREET  
TRENTON, NJ 08618

If to Contractor: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

18. Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere

herein may result in rejection of the proposal.

19. Alternative approaches and/or methods to accomplish the desired results of this procurement are solicited. However, proposals that materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
20. Proposals are considered to be irrevocable for a period of not less than 120 days following the date for submission of proposals.
21. All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
22. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposers should also provide a description of the portion of the scope of work for which each of these professionals will be responsible.
23. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of HJAHC.
24. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Proposers are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by HJAHC, which may use any such materials and ideas.
25. Trenton, NJ, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of New Jersey.
26. At any time during the term of this Agreement and for a period of four (4) years thereafter HJAHC or a duly authorized audit representative of HJAHC at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by HJAHC reveals any errors/overpayments by HJAHC, the Contractor shall refund HJAHC the full amount of such overpayments within thirty (30) days of such audit findings, or HJAHC, at its option, reserves the right to deduct such amounts owing HJAHC from any payments due to the Contractor.
27. To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., the Contractor agrees to allow, during and for a period of not less than four (4) years after the Agreement term, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

28. Proposer, consistent with its status as an independent contractor, will carry at least the following insurance in the form, with the companies and in the amounts (unless otherwise specified) as HJAHC may require:

- a. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limit of not less than One Million Dollars (\$1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;
- b. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insureds and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) per occurrence on an occurrence basis;
- c. Commercial Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage;

29. Contractor will deliver to HJAHC:

- a. Evidence satisfactory to HJAHC in its sole discretion, evidencing the existence of all the insurance promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of this Agreement; and
- b. Additional evidence, satisfactory to HJAHC in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, HJAHC will have the right to make the payments and set-off the amount thereof against the next payment coming due to the Contractor under this Agreement. Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect HJAHC as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to HJAHC, giving HJAHC the right to pay the premium to maintain coverage.

30. The insurance policies required in this Agreement will be kept in force for the periods specified below:

- a. Commercial General Liability Insurance, and

- b. Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by HJAHC in writing.
31. Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of HJAHC or the name of any HJAHC employee or referring to the Agreement or the engagement of Contractor as an independent contractor of HJAHC, or the purchase of goods or services by HJAHC, without the prior written approval of HJAHC. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to HJAHC's Manager of Public Relations and Marketing.
32. Contractor agrees that at all times its employees, agents and permitted subcontractors (if any) will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.
33. Contractor agrees that a written copy of Contractor's Civil Rights "Affirmative Action Compliance Program" will be provided simultaneously with this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing
34. Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
35. If this Agreement requires Contractor's presence on HJAHC's premises or in HJAHC's facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable HJAHC's rules and policies, including, without limitation, those relative to privacy, personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
36. Proposer confirms that neither Proposer nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Proposer shall provide immediate written notification to HJAHC if, at any time prior to award, proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This

certification is a material representation of fact upon which reliance will be placed when HJAHC executes this Agreement. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to the other remedies available to HJAHC, HJAHC may terminate this Agreement for default by Proposer.

37. Contractor acknowledges that HJAHC is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at HJAHC's premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at HJAHC's premises or facilities. Contractor acknowledges that HJAHC will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at HJAHC's premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>
38. Proposer is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.
39. Proposer is aware of, is fully informed about, and in full compliance with its obligations under the Equal Employment Opportunity Act (EO 11246; 41 CFR Part 60)
40. To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by HJAHC, and hold harmless HJAHC and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively "indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees), and other claims of any nature, kind, or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from Contractor's performance under this agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by contractor or anyone for whose acts Contractor may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity.

In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by HJAHC, and hold harmless indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, HJAHC will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, HJAHC agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

## 14. PRICING AND DELIVERY SCHEDULE

**Proposal of:**

\_\_\_\_\_  
(Proposer Company Name)

To: HJAHC  
Ref.: Mobile Health Unit RFP  
RFP No: \_\_\_\_\_

Having carefully examined all the specifications and requirements of the RFP and any attachments thereto, the undersigned proposes to furnish as required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**HJAHC Payment Terms**

**HJAHC’s standard payment terms are “Net 30 days.” Indicate below the prompt payment Discount that Proposer offers to HJAHC.**

**Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ days/net 30 days.**

Respectfully submitted,

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

## **15.0 EXECUTION OF OFFER**

By signature hereon, Proposer represents and warrants the following:

Proposer acknowledges and agrees that (1) this RFP is a solicitation of a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to the RFP will not create a contract between HJAHC and Proposer; (3) HJAHC has made no representation or warranty, written or oral, that one or more contracts with HJAHC will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations, and ordinances.

Proposer understands the requirements and specifications set forth in this RFP.

If selected by HJAHC, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

If selected by HJAHC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that HJAHC will rely on such statements, information and representation in selecting the Contractor. If selected by HJAHC, Proposer will notify HJAHC immediately of any material change in any matter with regards to which Proposer has made a statement or representation or provided information.

Proposer will defend, indemnify, and hold harmless HJAHC and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, cost (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

By signature, Proposer offers and agrees to furnish the Services to HJAHC and comply with all terms, conditions, and requirements and specifications set forth in the RFP.

By signature hereon, Proposer affirms that it has not given, or offered to give, nor does Proposer intend to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with its

submitted proposal. Failure to sign this Execution of Offer or signing with a false statement may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal list at HJAHC.

By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership, or institution represented by Proposer, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of New Jersey, codified in Section 17:27 of the New Jersey Code, – Consumer Protection, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exist between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a joint venture of the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of HJAHC, on the other hand, other than the relationships which have been previously disclosed to HJAHC in writing and

(ii) Proposer has not been an employee of any component of HJAHC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before HJAHC enters into a contract or agreement with Proposer.

By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

By signature hereon, Proposer represents and warrants that all products and services offered to HJAHC in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and all New Jersey state regulations in effect or proposed as of the date of this RFP.

Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time HJAHC makes an award or enters into any contract or agreement with Proposer.

**Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

\_\_\_\_\_

If Proposer is a Corporation, then Proposer's Corporate Charter Number:

\_\_\_\_\_

**STATEMENT OF COMPANY OWNERSHIP**

The following form **must** be completed by all Bidders. Failure to submit this form with your Bid or prior to the Bid due date may cause rejection of your Bid.

IF YOUR FIRM IS A CORPORATION OR PARTNERSHIP, list below the names and addresses of all stockholders owning 10% or more of the stock or all individual partners. Use additional pages if necessary.

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

\_\_\_\_\_

STOCKHOLDERS OWNING 10% OR MORE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RFP: Mobile Health Unit

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DATE \_\_\_\_\_

NO INDIVIDUAL IN THIS CORPORATION OR PARTNERSHIP OWNS 10% OR MORE OF THE STOCK.

Date \_\_\_\_\_ SIGNATURE with Title \_\_\_\_\_

**NOTICE TO CONTRACTORS**

**RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127 (N.J.A.C. 17:27) PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

Contractors are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

**A. ALL CONTRACTORS**

1. Within seven (7) business days after receipt of the notification of intent to award the Contract or receipt of the Contract, whichever is sooner, the selected firm must present one of the following to HJAHC.
  - (a) Verification of an existing Federally-approved or sanctioned Affirmative Action Program.
  - (b) A Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present “a” or “b”, the Contractor is required to submit a completed Employees Information Report (Form AA302).

The following questions must be answered by all Contractors:

1. Do you have a Federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_

- (a) If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

Yes \_\_\_\_\_ No \_\_

- (a) If yes, please submit a copy of such certificate.

## **EXHIBIT A**

### **P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, gender, marital status or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, gender, marital status or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, gender, marital status or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-

5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27).

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Signature of Contractor

Date

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Printed Name and Title of Signatory

Date