

Addendum 2

Vendor	RFP Section	RFP Question	Resolution/Status
Cerner	5.6.6.2	Please describe your data conversion from our current repository to the replacement repository. Please give us a list at your server type table, so we can see the names of the 11 server types that are specified.	00-Reference Services Alrg-Allergy Ap-Anatomical Pathology Service Bb-Blood Bank Ca-Cardiology Cn-Clinical Nutrition Services Dt-Diets-not in use En-Encounter Service La-General Laboratory Lb-Laboratory Mi-Microbiology Nu-Nursing R1-Report-24 Hour Order Activity Rd-Radiology Rh-Rehabilitation Rn-Nursing Rx-Pharmacy Tf-Tube Feedings/Supplements Tr-Transcription
Cerner	5.6.7.2.5	Describe how evaluation and management coding are handled by the System. – Why do you need E&M coding within the acute care area? It's primarily a function of outpatient.	Yes, but physicians still need to bill for their services on an inpatient basis.

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Cerner	5.6.7.1.2	<p>Pharmacy Order Entry - Can you provide us with examples?</p> <ul style="list-style-type: none"> • Describe the System's typical processes In managing medication (IV orders. (Initial order entry, renewal, hold/suspend, discontinue.) • * Describe how the System provides order entry shortcuts which allow for multiple medication/IV orders to be entered quickly and efficiently and which include all required fields (Dose, Route, Sig, IV rate, etc.). • Describe how the clinician can order medication/IV orders by any generic name and/or brand name even if that particular item is not identified as UH Formulary. • State the drug database used by the System, how often is the database is updated, and the process by which it is updated. • Describe how an order is placed for an item that is not in the drug database and how compounded drug orders are handled. • Describe how the System allows the Hospital to automatically incorporate hospital-defined warnings/cautions or messages by drug and/or therapeutic category. • Describe how the System performs allergy, drug/drug, drug/class, drug/food, IV incompatibility, min/max dose range, and drug/lab interaction checking during order entry. • Describe the System can he configured to require a mandatory response and entry for adverse drug interactions based on severity level or specific drug identification. • Describe how the clinician is alerted to the patient's current lab values during order entry of selected drugs. 	<p>UMDNJ is requesting that the bidder describe how its proposed system accomplishes these processes. UMDNJ is not wedded to any particular way of handling these processes.</p>

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		<ul style="list-style-type: none"> • Describe any external reference material (e.g., Micromedex) accessed through the System. • Describe the level of integration available with other ancillary pharmacy information system. • Describe your firm's experience in developing interfaces with the following pharmacy information systems: Cerner Pathnet, McKesson/HBOC Meds Manager, Mediware WORx, Meta Metacare. • Describe how clinician/pharmacy clinical intervention is handled. • Describe how med/IV orders are displayed. (Can they be easily viewed separate from other ancillary orders? What are the sort sequence options? How are active/inactive orders differentiated?) • If times of administration (TOA's) are stored with the order, describe how this is accomplished, and how transfers between nurse stations with different schedules are handled (order info/MAR). 	
Cerner	4.16.4	Relative to "capping fees". With the chosen vendor, prior to the final definition of contracting fees, would UMDNJ agree to defining a scope of project for the implementation, inclusive of the number of vendor trips on site & project tasks for both the vendor & UMDNJ project staff?	Bidders should base implementation fees on past implementation history and experience. The scope of the project has already been defined in the RFP.
Cerner	4.22	Recognizing that any project takes commitment & participation from all parties, inclusive of the vendor, the client & possibly third party participants, and as a result, may fall outside the scope of one party's ability to control deliverables, would UMDNJ agree to narrow this definition to "solely vendor controlled tasks" only?	Yes.
Cerner	4.23	Recognizing that most vendors have current contracts in place with sub-contractors, that may not impose these standards & that changing such vendors may not be possible due to existing contracts or could potentially adversely impact on a vendor's ability to deliver, would UMDNJ agree to change this language to apply to any subcontractors that the vendor may need to contract with in the future to complete the terms of this contract?	No. The Contractor is responsible for its contractual relationships with its subcontractors.

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Siemens	4.16.4	Based on us (Siemens and UMDNJ) not have a mutually agreed upon implementation Workplan, how does UMDNJ propose we provide Implementation Pricing, inclusive of Travel & Living, without mutually agreed upon project milestones and team members?	Bidders should base implementation fees on past implementation history and experience.
Siemens	4.16.4 4.18 4.19	Please describe what appears to be a difference in requirements for a mutually agreed upon fixed fee as outlined in 4.16.4, and what is outlined for a request for a mutually agreed adjustment in fees outlined in 4.18 and 4.19.	UMDNJ does not intend to reduce the scope of work, and includes this provision in the event that circumstances at the University change.
Siemens	4.23	Siemens standard payment terms require payment within 30 days of date of invoice. Please explain how UMDNJ will implement the process as described in 4.23 for retainage.	UMDNJ will pay invoices in a timely fashion, less retainage.
Siemens	4.23	Please describe who will administer or manage this process.	UMDNJ Purchasing, Hospital MIS, and Accounts Payable.
Siemens	4.23	What criteria will enable final certification for release of retained funds and how often will that occur?	Retainage reconciliation will occur on a quarterly basis. Final certification will be based on final acceptance of the system.
Siemens	7.10	Please describe how UMDNJ sees the relationship between wanting a mutually agreed to contract for five years, and simultaneously as described in 7.10.1, want the ability to terminate the contract at any point in time for convenience.	It is UMDNJ's intent to complete the project as specified in the RFP, however, consistent with laws governing public institutions, UMDNJ must reserve its right to terminate the contract for the reasons set forth in 7.10.1.
Siemens	7.17	Please describe the conditions under which UMDNJ would request an audit.	UMDNJ will request an audit when the public interest so requires.
Siemens	7.26	Please describe what is meant by "questions of fact"?	Facts pertaining to any issue in dispute.
Siemens	7.26	What kinds of "questions of fact" will the Executive Director be deciding?	Facts pertaining to any issue in dispute.

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Eclipsys	3.2.3.3	Was a training manual sent to the vendors with Addendum #1?	The entire training manual was not sent, however, the portion of the training manual that was determined to be germane to this procurement was included in the Addendum information.
Eclipsys	3.5.2	<p>Software must perform with sub-second response time back to the screen once the customer has depressed the "enter" key to complete a transaction. Response time guarantee will be tied to customer volumes, required environments, and must account for volume growth. Any deviation from the stated performance where volumes and system environments remain constant per the contract will result in a required Contractor remedy. That remedy is to include Contractor's contractual obligation to pay at least 50% of any required remedy, i.e., additional hardware or memory must be purchased.</p> <p>Eclipsys response: Because a number of issues such as available bandwidth, remote facility connections, other applications, backups, etc. can affect response time, Eclipsys will provide a response time guarantee only after performing a detailed network analysis of your facility to insure your required response times can be consistently met if needed, we can recommend any upgrades that will be required to insure desired performance.</p>	Bidders may identify the assumptions regarding minimum network requirements.
Eclipsys	3.9.2	Assignment. Neither party may assign or transfer this Agreement, except in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the party's assets. This Agreement shall be binding upon the parties and their permitted successors and assigns.	This language is not acceptable. The language in the RFP remains unchanged.

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Eclipsys	4.2	In the event that a transition period takes place, Eclipsys must be paid in full all amounts owed under the Agreement (regardless or whether a dispute exists as to Eclipsys' entitlement thereto) prior to the commencement of any such transition period. Eclipsys shall not participate in a transition unless and until it has been paid in full all amounts (disputed or otherwise) owed under the Agreement. Furthermore. Eclipsys must be paid in full during the transition period or it shall likewise be permitted to not participate in the transition in any way and to cease all work under the Agreement.	This language is not acceptable. The language in the RFP remains unchanged.
Eclipsys	4.5	Availability of Funds. Please clarify as it contradicts 4.1.1 (Contract Term-"The contract will be awarded for five years").	Section 4.5 refers to non-appropriations by the New Jersey Legislature.
Eclipsys	4.7	Last sentence- "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" Eclipsys would like to add "For the term of the agreement"	The existing language in 4.7 shall remain unchanged.

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Eclipsys	4.15	<p>Resolving Disputes. The intent of the parties is to identify and resolve disputes promptly after any dispute arises. Except as otherwise provided in this Agreement; before attempting to exercise any legal or equitable remedy including, among others, termination hereof for cause, each party agrees to perform as follows:</p> <p>4.15.1 notify the other party in reasonable detail within 45 days after any material non-performance occurs;</p> <p>4.15.2 provide a cure period of not less than 45 days, and following the cure period, initiate the escalation procedure and proceed with good faith negotiations between progressively more senior representatives or party as follows:</p> <p>Level Negotiating Parties Maximum Duration Prior to Escalation One Project Manager and Eclipsys' Account Manager-15 days; Two Chief Information Officer and Eclipsys' Regional President-15 days; Three Senior Executive Officers-15 days.</p> <p>Termination by Eclipsys. In addition to any other right it may have at law or in equity or under this Agreement, Eclipsys may terminate this Agreement, except for obligations which specifically survive termination hereof, if (i) Customer is delinquent in making payments of the Fees in this Agreement at (other than payments being disputed in good faith) and continues to be delinquent for a period of 45 days after written notice from Eclipsys that such payment is overdue; or (ii) Customer commits a material breach of the provisions of this Agreement relating to confidentiality and use of the Software, and fails to remedy such material breach within 45 days after written notice by Eclipsys of such breach.</p> <p>Termination by Customer. In addition to any other right it may have at law or in equity or under this Agreement, Customer may terminate the license and/or this</p>	<p>The language in Section 4.15 shall remain unchanged. UMDNJ will act in good faith to amicably resolve all disputes and believes itself bound by customary provisions of contract law including notice and opportunity to cure.</p>

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		<p>Agreement except for obligations which specifically survive termination hereof, if Eclipsys materially breaches any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days after written notice by Customer of such breach.</p> <p>Actions Upon Termination. Upon termination of the license and this Agreement for any reason by either party, provided Customer pays the Fees in this Agreement, Customer shall have a mutually agreed upon period of time (the "Transition Period"), but in any event not less than 180 days, to continue using the Software. Upon expiration of the Transition Period, Customer shall cease using the Software and deliver to Eclipsys or destroy (erase) all copies of the Software and the related Documentation in the possession or control of Customer. Customer and Eclipsys agree to continue to observe those provisions of this Agreement which expressly survive termination hereof.</p>	
Eclipsys	4.16.2	Eclipsys' Software License Fee payment terms are: 50% upon the Effective Date, and 50% upon delivery of the Software.	The language in 4.16.2 remains unchanged.
Eclipsys	4.16.3	Eclipsys' Hardware Fee payment terms are: 50% upon the Effective Date, and 50% upon delivery of the product (Hardware or Third Party Application).	The language in 4.16.3 remains unchanged.
Eclipsys	4.16.4	Implementation Services. Eclipsys provides an estimate based on project scope, and will bill actual Time & Materials.	The Contractor may bill for Implementation Services on a time and materials basis, however, these services shall be subject to the not to exceed amount proposed by the Contractor in its response proposal.
Eclipsys	4.16.5.1	Software maintenance fees are due and payable beginning 90 days after the Effective Date and annually thereafter, subject to an Annual Adjustment not to exceed 6%.	The language in 4.16.5.1 remains unchanged.
Eclipsys	4.16.5.2	Hardware maintenance is subject to an Annual Adjustment not to exceed 6%.	This Section is hereby amended to allow for an annual increase in hardware maintenance costs, not to exceed the National CPI.

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Eclipsys	4.18	Eclipsys would accept a reduction in "scope of work". However, such reduction cannot impact the payments due or the completion of the project.	The language of Section 4.18 remains unchanged.
Eclipsys	4.19	Prior to any work stoppage, Eclipsys must be paid in full for all amounts owed up through the time of any such stoppage, or the stoppage shall not take place. A stoppage cannot exceed 30 days in length unless otherwise agreed by the parties, or Eclipsys will be permitted to re-deploy its resources that are subject of the contract to other customers. Before the stoppage is resumed, Eclipsys must be provided at least 45 days written notice so that it can collect the resources needed to re-institute work for UMDNJ. Eclipsys must be paid for work performed during the stoppage, and UMDNJ agrees to pay all of Eclipsys' costs associated with the redeployment to UMDNJ of all resources needed to re-institute work.	The language in 4.19 remains unchanged. UMDNJ will act in a commercially-responsible manner, and recognizes the practicality of providing notice.
Eclipsys	4.20	Change in Law We would like to add: "UMDNJ will, in turn, advise Contractor of any changes in law or regulation."	UMDNJ will provide notice to the extent that UMDNJ is aware of changes in laws and regulations that impact either parties' responsibilities. However, the Contractor will also be responsible in a similar manner.
Eclipsys	4.22	Later Delivery and Liquidated Damages Eclipsys and UMDNJ will mutually discuss.	The language in 4.22 remains unchanged.
Eclipsys	4.24	Minority/Female Business Subcontractor Utilization Plan Eclipsys cannot guarantee this provision. However, we will use our best effort to comply.	In the event that a bidder intends to utilize subcontractors, the bidder must make a demonstrated good faith effort to meet the goals set forth in this Section. All such good faith efforts shall be documented in the bidder's proposal (per the forms included in the RFP).
Eclipsys	5.1	Corporate Authority Eclipsys is not a NJ Corporation. Eclipsys is a Delaware Corporation.	Please refer to the second paragraph of this Section pertaining to firms not incorporated in New Jersey.

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Eclipsys	5.10.6	Is it possible for Eclipsys to put all government entities specified in 5.10.6 on actual notice of its employment practices through execution of this contract with a government entity?	No. This Section applies only to the bidder's own recruitment efforts.
Eclipsys	5.10.7	Would you please provide a list of all testing requirements or third-party entities approved by UMDNJ to conduct the testing.	This provision is applicable only if the Contractor is found to be in violation of any State or Federal law and decision.
Eclipsys	7.0	Terms Covering All Proposals to UMDNJ Eclipsys and UMDNJ will mutually agree to the software applications and dollar amounts which will be included in the Contract.	This language is intended to apply only in the instance where UMDNJ provides an estimated contract amount to the bidders in the RFP. The prices proposed by the bidder in response to this RFP will prevail.
Eclipsys	7.3.6	Eclipsys agrees to these rules, but is requesting a copy of these rules.	The law has been interpreted on the Ownership Disclosure Form included in the RFP.
Eclipsys	7.4	Agreed with reasonable notice and so long as UMDNJ does not disrupt the workplace and signs a confidentiality agreement.	UMDNJ will agree to confidentiality to the extent permissible by law.
Eclipsys	7.7	Samples Eclipsys will provide samples that it deems appropriate for the bid. Eclipsys requests that all samples be returned if Eclipsys' bid is not deemed the winning bid. All samples must be subject to a confidentiality agreement.	This Section does not apply to this procurement.
Eclipsys	7.9	Bid and Performance Security It is not possible for Eclipsys to presently agree to the terms in 7.9 as significant amounts of pertinent information are not currently available. Such information includes whether such security will be required, the amount of such security, the length of time that such security must be posted, and how disputes concerning performance affecting the security will be resolved.	This RFP does not include a requirement for either Bid or Performance Security.

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Eclipsys	7.10	<p>Termination of Contract</p> <p>Eclipsys requires a 180-day termination notice because the resources that are dedicated to fulfill the Contract are significant, and cannot be successfully and appropriately re-deployed with a 30-day notice. Furthermore, the contract must contain some form of dispute resolution procedure before Eclipsys can agree to the provisions of paragraphs 7.10.2, "Termination of Cause."</p>	<p>UMDNJ cannot agree to a 180 day termination notice. In the event of a termination due to a change of circumstances, UMDNJ will provide as much notice as possible.</p> <p>With regard to termination for cause, the dispute resolution process is the complaints procedure referenced in Section 7.10.2</p>
Eclipsys	7.12	<p>Subcontracting or Assignment</p> <p>Eclipsys agrees to the provision contained in paragraph 7.12 provided that the consent of the Executive Director of Materials Management is not unreasonably withheld.</p>	The consent of the Executive Director will not be unreasonably withheld.
Eclipsys	7.13	<p>Mergers and Acquisitions</p> <p>In the event of a merger or consolidation, Eclipsys agrees to provide notification to the Executive Director of Materials Management of the merger, consolidation or dissolution in which it may be involved. Eclipsys will seek to insure that any successor company will abide by the terms and conditions of the contract. To the extent of a dissolution, it is unclear to Eclipsys what the term "Required Documents" means in the second paragraph of 7.13.</p>	In the event of a merger or acquisition, a successor entity will be required to submit an Ownership Disclosure Form. In the event of a dissolution, required documents include formal dissolution documents, names of the parties proposed to perform the contract and names of the parties to whom payment shall be made.
Eclipsys	7.14.5	To the extent that UMDNJ employs third-party (Non-Eclipsys) trained mechanics to assist it, Eclipsys agrees to work with such mechanics as necessary.	This provision applies to mechanics provided by the Contractor.
Eclipsys	7.15	<p>Delivery Guarantees</p> <p>Eclipsys agrees to the provision in 7.15, except that contract construction and interpretation should be reasonable.</p>	UMDNJ intends to act in a commercially-reasonable manner in regards to this contract. The contract for this procurement consists of UMDNJ's RFP (as amended) and the Contractor's response proposal.
Eclipsys	7.16	<p>Maintenance of Records</p> <p>Eclipsys agrees to the term of the contract.</p>	Records shall be retained in accordance with the provisions of this Section of the RFP.

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Eclipsys	7.21	Material and Workmanship Eclipsys and UMDNJ will agree to all inspections.	
Eclipsys	7.23	Warranty of Title Eclipsys limits warranties to dollar amounts. Also, for third-party software/hardware, Eclipsys provides the warranties of the manufacturer.	UMDNJ will not accept any proposed changes to this Section.
Eclipsys	7.24	Title and Risk of Loss Physical delivery should constitute acceptance unless otherwise agreed.	UMDNJ will not accept any proposed changes to this Section.
Eclipsys	7.25	Increased or Decreased Quantity Eclipsys and UMDNJ must agree to change orders in the event that UMDNJ seeks to increase or decrease quantities listed in the contract.	UMDNJ will not accept any proposed changes to this Section.
Eclipsys	7.26	Disputes Eclipsys and UMDNJ must agree to a dispute resolution process between Senior officials at both entities. In the event that a dispute cannot be so resolved, the matter should be submitted to the non-affiliated third party for resolution.	Disputes will be resolved in accordance with the provisions of 7.10.2 of the Standard Terms and Conditions.
Eclipsys	8.1	Price Fluctuation During Contract Please refer to 4.16.5 for Software and Hardware annual adjustment. Software license fees will be fixed. Hardware quotes are provided as requested, and pricing is valid for 30 days.	Please refer to Section 5.8 of the RFP which requires that all prices bid be held firm for a minimum of 120 days after bids are submitted.

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Eclipsys	8.2	<p>Delivery Costs</p> <p>Eclipsys will use reasonable best efforts to cause the Hardware and Third Party Applications to be shipped within 10 days of the mutually agreeable delivery dates/ Title and risk of loss shall pass to Customer upon delivery to the carrier. Customer shall pay related costs of insurance, storage, transportation, and applicable taxes (if any).</p>	UMDNJ will not accept the proposed changes to this Section.
Eclipsys	8.5	<p>Availability of Funds</p> <p>Please refer to 4.1.1 and 4.5.</p>	Please see the answer previously given to this matter.
Eclipsys	8.6	<p>Discounts</p> <p>Please clarify the contract term as it relates to 8.6. Eclipsys is willing to consider additional discounting.</p>	This Section refers to the Contractor's offer of a prompt payment discount.