

# REQUEST FOR PROPOSAL (RFP)

**TITLE: Surgical Instrument Tracking System**

**RFP NUMBER: P09-039**

**DATE ISSUED: OCTOBER 15, 2008**

**DUE DATE: NOVEMBER 19, 2008**

**TIME: 2:00 PM**

**LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY  
OF NEW JERSEY –  
DEPARTMENT OF PURCHASING SERVICES  
LIBERTY PLAZA  
335 George Street, 2<sup>nd</sup> 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**

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**SIGNATURE AND TITLE OF  
AUTHORIZED INDIVIDUAL**

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Name (signature)

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Name (print)

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Title

## **1.0 INFORMATION FOR BIDDERS**

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

#### 1.1.1 Purpose

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

The purpose of this RFP is to solicit bid proposals to engage a contractor to purchase computerized surgical equipment tracking software system to replace an existing system for The University Hospital located in Newark, New Jersey.

UMDNJ will purchase all software, all hardware (including barcode scanners, and portable handheld devices but not PC's and printers), data conversion services, installation, system implementation, training, technical support, hosting and on-going maintenance of the system necessary to support a equipment tracking system.

#### 1.1.2 Intent

It is the University intent to make an award to one (1) Contractor for the sole purpose of providing a server based, multi user, real-time Surgical Equipment Tracking software and maintenance program for the University of Medicine and Dentistry of New Jersey (UMDNJ).

### **1.2 Background**

The University Hospital is a 519-bed acute care hospital owned and operated by UMDNJ and located in the Central Ward of Newark, New Jersey. As the primary teaching hospital of the New Jersey Medical School in Newark, the hospital is committed to the provision of high quality patient care, medical education, clinical research and community service.

With an active medical staff of 790, The University Hospital is an integral part of the largest medical teaching program in the state, and trains 308 medical residents from the New Jersey Medical School's Graduate Medical Education programs. Medical education occurs in virtually every clinical specialty. The hospital also serves as the focus for other schools of the University providing on-site training for the New Jersey Dental School, School of Nursing, and School of Health Related Professions and Allied Health.

While the University Hospital serves as a referral center for many of the state's most advanced medical services and specialty care programs, The University Hospital is also a major source of primary care and serves as a safety net hospital for the Greater Essex Community and the State of New Jersey. The hospital operates over 50 different outpatient clinics and programs. In FY 2007, The University Hospital had 221,371 ambulatory care visits, 22,192 inpatient admissions, 14,003 surgery procedures, 1,926 deliveries and 92,169 emergency room visits.

UMDNJ currently utilizes an ABACUS based system to track its surgical trays, instruments and equipment in real-time at University Hospital in Newark, New Jersey. This system is used by approximately 13 stations within the Hospital. UMDNJ is seeking to replace this system with a stand alone, server based, real-time, multiple user surgical equipment tracking software product which will require minimum hardware, includes maintenance and upgrades, functions in a virtual environment, can accommodate additional user licensing blocks as needed, and can interface with Epic Op-Time as needed.

### **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, 2<sup>ND</sup> FLOOR  
NEW BRUNSWICK, NEW JERSEY 08903  
ATTN: Bobby Fitts  
Buyer's Phone Number: 732-235-9043  
Buyer's Fax Number: 732-235-9058  
Buyer's Email: [fitts@umdnj.edu](mailto:fitts@umdnj.edu)

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

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

DATE: OCTOBER 30, 2008

TIME: 10:00 AM

LOCATION: UMDNJ, THE UNIVERSITY HOSPITAL, E LEVEL, CONFERENCE ROOM 406, 150 BERGEN STREET, NEWARK, NEW JERSEY.

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:

The cut-off date for questions and inquiries concerning the RFP is stated in Section 1.3.1.1. If any addendum is issued for this procurement, it will be distributed to all bidders who were sent the RFP.

### **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.

#### 1.4.10 Bid Bond

Not applicable under this contract.

#### 1.4.11 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.

#### 1.4.12 Business Registration Notice

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

##### 1.4.12.1 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 Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

#### 1.4.13 Deficit Reduction Act

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 Director of Purchasing Services, Materials Management.

“Director” – The Director of Purchasing Services; the contracting officer of UMDNJ.

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

“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.”

### **3.0 SCOPE OF WORK**

The Contractor shall provide a complete Surgical Instrument Tracking System as per the specifications that follow.

#### **3.1 Central Sterile Processing Functional Specifications and Requirements**

3.1.1 System must interface with The University Hospital existing sterilizers – Getinge 700 series vacuum gravity steam sterilizers.

3.1.2 System must interface with The University Hospital Operating Room scheduling management system-EPIC OPTIME.

3.1.3 System must have ability to “flag” instrument repair by usage.

3.1.4 System must have ability to support individual instrument scanning as well as any scanning combinations as needed by the user.

3.1.5 System must have ability to review and measure employee productivity for both a “real-time” environment as well as through report generation.

3.1.6 System must provide for Sterilizer load recall.

3.1.7 Database System must be preloaded with manufacturer’s instruments and corresponding information as outlined by The University Hospital Central Sterile Supply.

3.1.8 System must provide on-line and video training capabilities for Central Sterile Supply staff, as well as on-line problem resolution capacity.

3.1.9 System must provide instruments image capability.

3.1.10 System must have the capability for individual tray and/or contents comments for either set identification or special handling instructions.

3.1.11 System must have the ability to track a sterile item to a specific sterilizer load.

3.1.12 System must have the capacity to provide cross referencing on instruments located within multiple sets.

3.1.13 System must provide instrument tray sets tracking to both patients and/or physician, when required.

3.1.14 System must have the capacity to provide total instrument tray pricing information.

3.1.15 System must provide for the capabilities of tray bar-coding and bar code tracking as well as instrument tracking within a coded tray.

- 3.1.16 System must group multiple sets for purchasing
- 3.1.17 System must provide for both standard reporting, as well as supporting some level of University Hospital specialized/customize reports as determined.
- 3.1.18 Technical and Operational “Help Desk” support must be supplied on an ongoing basis (24 hours) at no additional expense.
- 3.1.19 System troubleshooting /error correction/updates must be provided for via secure remote site access.
- 3.1.20 System must provide the capability for remote monitoring of the system and ability to alert the IT desk if their involvement is required.
- 3.1.21 System must provide data input service capable of unlimited clerical changes.
- 3.1.22 System must provide instruments repair tracking.
- 3.1.23 System must provide customized count sheets.
- 3.1.24 System must provide equipment tracking.
- 3.1.25 System must provide support a case cart system.
- 3.1.26 System must provide for software upgrades.
- 3.1.27 System should provide for touch screen display workstation, not requiring a mouse or keyboard for use by Central Sterile Supply.
- 3.1.28 Contractor must provide data transfer, migration and conversion of existing UMDNJ data from Applied Logic ABACUS System.

#### **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 five (5) 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 Director of Purchasing Services, Materials Management, 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](http://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 Director of Purchasing Services.

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

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

#### **4.10 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 Director of Purchasing Services.

#### **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 Director of Purchasing Services.

#### **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 its bid proposal.

#### **4.15 Claim and Remedies**

##### 4.15.1 Claims

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

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

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

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

#### **4.16 Form of Compensation and Payment**

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 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 Director of Purchasing Services 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 Director of Purchasing Services's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Director of Purchasing Services it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Director of Purchasing Services'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 Director of Purchasing Services shall provide advanced, written notice to the Contractor.

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

#### **4.19 Suspension of Work**

The Director of Purchasing Services may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the Director of Purchasing Services may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director of Purchasing Services and the Contractor shall negotiate 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 Director of Purchasing Services in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director of

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

**4.21 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**

Not applicable under this contract.

**4.25 Material Safety Data Sheets**

The Contractor is required to furnish material safety data sheets (MSDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to the University's 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.

**4.26 Contractor's Personnel**

**4.26.1 Direct Management of Personnel**

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

**4.26.2 Employees of the Contractor**

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of the University or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These

functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

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

#### **4.26.3 Employee Conduct**

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

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

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

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

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

#### **4.26.4 Criminal Background Check**

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

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

#### **4.27 Licenses and Permits**

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

#### **4.28 Requirements of PL 2005, Chapter 51 (Formerly Executive Order 134)**

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

##### **4.28.1 Definitions**

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

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

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

##### **4.28.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract**

It shall be a breach of terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would or solicit any contribution, which if made or solicited by

the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employee; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restriction of EO 134.

#### 4.28.3 Certification and Disclosure Requirements

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

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

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

#### 4.28.4 State Treasurer Review

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

#### 4.29 New Jersey Election Law Enforcement Commission Requirement

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

## **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 five (5) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

#### **5.4 Proposal Form and Content**

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

#### **5.5 Section 1 – Forms**

##### **5.5.1 Ownership Disclosure Form**

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

##### **5.5.2 MacBride Principles Certification**

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

##### **5.5.3 Affirmative Action**

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

##### **5.5.4 Set-Aside Contracts**

Not applicable under this contract.

##### **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 must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

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

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

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

## 5.6 **Section 2 - Technical and Organizational Support and Experience Proposals**

Bidders must submit their technical and organizational support and experience proposals by fully and accurately completing the Bidder Data Sheets included in this RFP as Section 7.0.

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

## 5.7 **Section 3 - Cost Proposal**

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

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

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

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

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

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

## **6.0 PROPOSAL EVALUATION AND CONTRACT AWARD**

### **6.1 Proposal Evaluation Committee**

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

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

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

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

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

### **6.3 Evaluation Criteria**

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

- 6.3.1 The bidder's general approach and plans to meet the requirements of this RFP.
- 6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.
- 6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.3.5 The 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.
- 6.3.6 The bidder's cost proposal.

**6.4 University's Right to Consider Additional Information**

- 6.4.1 The Director of Purchasing Services may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.
- 6.4.2 The Director of Purchasing Services may consider such other factors that, in the opinion of the Director of Purchasing Services, 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 6.4.5 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this RFP by any means deemed appropriate.
- 6.4.6 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 Director of Purchasing Services determines that it is in the public interest to do so.

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

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

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

### **7.1 BIDDER'S GEAR-UP AND TRANSITION PLAN**

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

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

The Gear-Up and Transition Plan should be submitted with the proposal using the following sheets.

### **7.2 Technology Information**

The bidder must provide detailed information regarding the following:

7.2.1 The bidder must provide detailed information regarding the supported architecture(s) of the solution (i.e. ASP hosted application, web based application, thin client, client server, virtual, etc.) to be provisioned and provide the details with respect to the following for each proposed option. (Where applicable)

7.2.1.1 The bidder must identify all supported server hardware.

7.2.1.1.1 The bidder should identify all environmental requirements of the supported server hardware. (i.e. power and cooling requirements)

7.2.1.1.2 The bidder must identify all bidder supplied technical support available for the supported server hardware. (i.e. SLA's)

7.2.1.1.3 The bidder should provide any/all other additional options for the supported server hardware (i.e. disaster recovery, redundancy)

7.2.1.1.4 The bidder must identify the recommended server hardware from the above supported hardware.

7.2.1.2 The bidder must identify supported client hardware and client operating systems.(i.e. minimum specs and OS versions)

7.2.1.2.1 The bidder must identify all bidder supplied technical support available for the supported client hardware and operating systems. (i.e. SLA's)

7.2.1.2.2 The bidder must identify the recommended client hardware from the above supported hardware.

7.2.1.3 The bidder must identify specialized hardware that will be required as part of the proposed solution.

7.2.1.3.1 The bidder must identify the environmental requirements of the specialized hardware. (i.e. power and cooling requirements)

7.2.1.3.2 The bidder must identify the technical support available for the specialized hardware. (i.e. SLA's)

7.2.1.3.3 The bidder must supply the security requirements for the specialized hardware. (i.e. authentication methodologies)

7.2.1.3.4 The bidder should provide any other additional options for specialized hardware (i.e. disaster recovery, redundancy options)

7.2.1.4 The bidder must identify all additional licensed software required in support of the proposed solution.

7.2.1.4.1 The bidder must identify all bidder supplied technical support available for the supported software. (i.e. SLA's)

7.2.1.4.2 The bidder should provide any/all other additional options for supported software delivery (i.e. Citrix)

7.2.1.4.3 The bidder must identify the recommended additional software required by the solution.

7.2.1.4.4 The bidder must identify all bidder supplied technical support available for the recommended software. (i.e. SLA's)

7.2.2 The bidder must provide detailed information regarding supported client access security methods (i.e. local, LDAP)

7.2.2.1 The bidder should provide additional security hardening information with respect to the proposed solution.

7.2.2.2 Bidder must provide an estimate of the time frame to install, test and implement it's surgical tracking system as well as required training.

7.2.3 The bidder must provide the recommended architecture of the solution where multiple architectures are available. This information should include pros and cons of each proposed architectural solution. (i.e. ASP hosted application/solution, web based application/solution, thin client, client server, virtual, etc.)

### **7.3 Network Information**

The bidder must provide detailed information regarding the following:

7.3.1 The bidder must identify the topological design of the solution. ( i.e. hosted ASP model or other)

7.3.2 The bidder must provide the quantity of Internet bandwidth (mbps) required to support the associated ASP model.

7.3.3 The bidder must provide the quantity of wide area network bandwidth (mbps) per site (building), required to support the application or service.

7.3.4 The bidder must provide the estimated quantity of network connections required per site (building).

7.3.5 The bidder must provide the configuration parameters for the required network connections. (i.e. port speed and duplex settings)

7.3.6 The bidder must provide a network architecture schematic which outlines and identifies the proposed topology

7.3.7 The bidder must provide a detailed description of the network services required to support the application or service, if said application or service is hosted at UMDNJ.

7.3.8 The bidder must provide a detailed description of their network support requirements including but not limited to, back end private networks and / or VPN / out-of-band management.

7.3.9 The bidder must identify any specialized network requirements including but not limited to, segregated networks, virtual local area networks, (VLAN's), private networks, sub-netting, routing, load balancing etc.

7.3.10 The bidder must identify all network security related requirements including but not limited to, the modification of access control lists, firewall rule bases or the deployment of new network security appliances.











**7.9 CONTACT INFORMATION**

7.9.1 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: (\_\_\_\_)-\_\_\_\_-\_\_\_\_  
E-Mail Address \_\_\_\_\_

7.9.2 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)

7.9.3 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: (\_\_\_\_)-\_\_\_\_-\_\_\_\_\_

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

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

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: (\_\_\_\_)-\_\_\_\_-\_\_\_\_\_

## **7.10 BIDDER'S ORGANIZATIONAL CHART**

The bidder should provide, using this page, an organizational chart that shows the bidding firm's entire organizational structure. The chart should include actual names and titles. The purpose of this organizational chart is to show the University how the bidder's contract management and on-site supervisors proposed for this contract fit into the overall organizational structure.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

## 7.11 **PROJECT ORGANIZATION CHART**

The bidder should provide, using this page, an organizational chart showing the bidder's organization for this term contract alone. The term contract organization chart should show the bidder's management and on-site supervisor(s) assigned directly to this contract. Show individuals with their names and titles. If subcontractors are proposed, show the subcontractor's management and supervisory personnel with name and titles.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

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*Request for Proposal: Surgical Instrument Tracking System (RFP # P09-039)*

**7.12 LISTING OF BIDDER’S MANAGEMENT AND SUPERVISORY PERSONNEL**

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

1. NAME OF INDIVIDUAL ASSIGNED: \_\_\_\_\_

2. POSITION/TITLE ON THIS CONTRACT: \_\_\_\_\_

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

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1. NAME OF INDIVIDUAL ASSIGNED: \_\_\_\_\_

2. POSITION/TITLE ON THIS CONTRACT: \_\_\_\_\_

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

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### **7.13 RESUMES FOR BIDDER'S PERSONNEL ASSIGNED TO THIS CONTRACT**

The bidder should provide a detailed resume for each contract manager and on-site supervisor(s) to be assigned to this contract as listed in Section 7.7, above. Resumes submitted should also correspond directly to the chart provided in response to Section 7.6.

NOTE: The bidder should submit at least one (1) acceptable resume for the bidder's contract manager. The bidder should submit at least two (2) acceptable resumes for bidder's on-site supervisor(s).

Resumes should emphasize the relevant qualifications and experience of the individuals assigned in successfully providing services similar in size and scope to those required by this RFP. A description of the contract given as a reference should be provided and should show how the individual's work under the contract relates to the services required by this RFP.

Bidders are strongly urged to utilize the format specified below:

7.13.1 RESUME FORM: CONTRACT MANAGER(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: CONTRACT MANAGER(S) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. 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: CONTRACT MANAGER(S) CONTINUED ON FOLLOWING SHEET)

CONTRACT MANAGER(S)' RELEVANT EDUCATION AND TRAINING:

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(MAKE ADDITIONAL COPIES OF THESE SHEETS IF, NECESSARY)

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*Request for Proposal: Surgical Instrument Tracking System (RFP # P09-039)*

7.13.2.1 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. 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)

ON-SITE SUPERVISOR(S)' RELEVANT EDUCATION AND TRAINING:

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(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

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*Request for Proposal: Surgical Instrument Tracking System (RFP # P09-039)*

7.13.2.2 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: \_\_\_\_\_

3. 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)

ON-SITE SUPERVISOR(S)' RELEVANT EDUCATION AND TRAINING:

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(MAKE ADDITIONAL COPIES OF THESE SHEETS IF, NECESSARY)

**7.14 REFERENCES OF FIRM**

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

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

1. NAME OF COMPANY 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 SERVICES THAT YOUR FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. NAME OF COMPANY 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 SERVICES THAT YOUR FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. NAME OF COMPANY 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 SERVICES THAT YOUR FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. NAME OF COMPANY 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 SERVICES THAT YOUR FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. NAME OF COMPANY 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 SERVICES THAT YOUR FIRM 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)

**7.15 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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. NAME OF FIRM: \_\_\_\_\_

NAME OF CONTACT PERSON AT FIRM: \_\_\_\_\_

PHONE NUMBER OF CONTACT PERSON: \_\_\_\_\_

REASON FOR TERMINATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. NAME OF FIRM: \_\_\_\_\_

NAME OF CONTACT PERSON AT FIRM: \_\_\_\_\_

PHONE NUMBER OF CONTACT PERSON: \_\_\_\_\_

REASON FOR TERMINATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. NAME OF FIRM: \_\_\_\_\_

NAME OF CONTACT PERSON AT FIRM: \_\_\_\_\_

PHONE NUMBER OF CONTACT PERSON: u\_\_\_\_\_

REASON FOR TERMINATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

**7.16 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)

*Request for Proposal: Surgical Instrument Tracking System (RFP # P09-039)*

## **7.17 BIDDER'S FINANCIAL CAPACITY**

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

8.0 PRICE SHEET AND SUPPORTING DETAIL

8.1 Firm fixed Price:

8.1.1. To install, test and implement software (including license fee and warranty), perform data transfer migration and conversion, train staff, perform maintenance and provide technical support for first contract year.

\$ \_\_\_\_\_

8.1.2 Provide itemized cost of any hardware required to operate surgical tracking system.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

8.2 Maintenance Cost:

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

## 9.0 **REQUIRED FORMS**

- Ownership Disclosure Form
- MacBride Principle Certification
- Business Associate Agreement
- Small Business Sub-Contractor Utilization Information
- Affirmative Action Employee Information can be found online at:  
[http://www.umdnj.edu/purchweb/words\\_download/Form%20AA%20302%20.pdf](http://www.umdnj.edu/purchweb/words_download/Form%20AA%20302%20.pdf)  
[http://www.umdnj.edu/purchweb/words\\_download/AA302\\_instructions.pdf](http://www.umdnj.edu/purchweb/words_download/AA302_instructions.pdf)
- Public Law 51, formerly EO 134 Form can be found online at:  
[http://www.umdnj.edu/purchweb/words\\_download/c51\\_cd\\_EO134.pdf](http://www.umdnj.edu/purchweb/words_download/c51_cd_EO134.pdf)
- The business registration form (Form NJ-REG) can be found online at:  
<http://www.state.nj.us/treasury/purchase/busreg.htm>

**OWNERSHIP DISCLOSURE FORM**

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

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

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

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

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

**COMPLETE ALL QUESTIONS BELOW**

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

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

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

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

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

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

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

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

\_\_\_\_\_ Name

\_\_\_\_\_ Title



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

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

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

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

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

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

\_\_\_\_\_  
Signature of Bidder

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Print or Type Name**

\_\_\_\_\_  
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

**Small Business Sub-Contractor Utilization Report**

|                     |                  |
|---------------------|------------------|
| Project Name        |                  |
| Date                | Purchase Order # |
| Project Coordinator |                  |
| Representative      |                  |
| Address             |                  |
| Phone #             |                  |

Prime Vendor Representative - Please fill in the following sub-contractor information (If applicable). List small business subcontractor vendor type as follows: (1) up to \$500,000, (2) up to \$5 million, (3) up to \$12 million. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

|                                 |          |
|---------------------------------|----------|
| Sub-Contractor/Vendor Name      | Type: __ |
| Contact Person                  |          |
| Address                         |          |
| Phone #                         |          |
| * Amt. \$ Pd. To Sub-contractor |          |
| Scope/Type of Service           |          |
| Fed. ID #                       |          |

|                                 |          |
|---------------------------------|----------|
| Sub-Contractor/Vendor Name      | Type: __ |
| Contact Person                  |          |
| Address                         |          |
| Phone #                         |          |
| * Amt. \$ Pd. To Sub-contractor |          |
| Scope/Type of Service           |          |
| Duration period of Sub-Contract |          |

Prepared By: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_ Bid/Bid #: \_\_\_\_\_  
 Print Title  
 \_\_\_\_\_  
 Signature Term of Contract: \_\_\_\_\_

Return to: UMDNJ Director of Purchasing  
 Liberty Plaza, 2<sup>nd</sup> Floor  
 335 George Street  
 New Brunswick, New Jersey 08903

\*Amount Paid to Subcontractor by invoice: By-Weekly, Monthly, etc.

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

The following provisions (Amendment) are added and incorporated into the attached (provide Surgical Instrument Tracking System "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 Sales and Service of Surgical Instrument Tracking System 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 directors, 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