

REQUEST FOR PROPOSAL (RFP)

TITLE: Strategic Plan for *The* University Hospital and NJMS, Department of Pediatrics

RFP NUMBER: P04-039

DATE ISSUED: February 6, 2004

DUE DATE: March 2, 2004

TIME: 2:00 PM

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

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

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

BIDDER'S NAME
AND ADDRESS

SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to solicit proposals from bidders to assist University Hospital, Department of Pediatrics in developing a three-(3) to five-(5) year strategic plan. The firm chosen to perform this work will have experience in the healthcare field.

1.1.2 Intent

It is the University's intent to award this contract to one firm who will be responsible for meeting the charge of the engagement as outlined in Section 3, Scope of Work, of this document.

1.2 Background

UMDNJ-University Hospital is a 504-bed hospital and the core teaching facility for the New Jersey Medical School. University Hospital is the primary care provider for both the local community and the entire state. *The University Hospital* offers a variety of specialty services. These services include being designated as the Level I Trauma Center for northern New Jersey, which incorporates a trauma intensive care unit and NorthSTAR helicopter emergency and critical care transport system. *The University Hospital* is the regional center for neonatal intensive care. The hospital also houses the Neurological Institute of New Jersey, a neurosurgical intensive care unit, a federally designated spinal cord injury program, The University Center for Bloodless Surgery and Medicine, a highly specialized Ophthalmology Program, and New Jersey's first liver transplant program.

1.2.2 Department of Pediatrics Background

After the closing of United Hospital, University Hospital gained a portion of United Hospital's pediatric patients, physicians and staff. However, Newark Beth Israel received the children's hospital designation. Over the years an effort has been made among other healthcare providers to merge Pediatric Services in Newark, but all attempts to date have been unsuccessful. Currently, the Department of Pediatrics has created a program that provides a complete range of medical services to children of all economic and racial backgrounds.

The Department of Pediatrics is one of sixteen departments within the New Jersey Medical School. The Department of Pediatrics is staffed by 55 attending physicians. Pediatrics provides diagnostic, rehabilitative, and preventive services. The scope of services offered on both an inpatient and outpatient basis include Adolescent and Young Adult Medicine, Allergy,

Immunology and Infectious Disease, Pulmonology, Cardiology, Developmental and Behavioral Pediatrics, Critical Care, Dermatology, Emergency Medicine, Endocrinology and Metabolism, General Pediatrics, Hematology/Oncology, Human and Molecular Genetics, Biochemical Genetics, Neonatology, Nephrology, Neurology, and Pediatric Education. Collaborations between other Hospital Departments have made it possible to offer additional services such as Child and Adolescent Psychiatry, Pediatric and Adolescent Gynecology, Anesthesia, Dentistry, Orthopedics, Radiology, Pathology, Surgery, Neurosurgery, Ophthalmology, Oral Maxillary Surgery, Otolaryngology, Respiratory Services, Audiology, Physical Therapy, Nutrition Services and Education, and Child Life and Play Therapy.

There are currently two main units utilized to provide pediatric inpatient care. General pediatric inpatient services were recently merged into one inpatient unit. Pediatric and adolescent care is administered in a 30-bed unit where 12 beds are designated for adolescents and 18 beds for pediatric patients. An 11-bed unit is designated as a Critical Care unit for pediatrics. This unit includes a two-bed seizure-monitoring unit. There are four nurseries with 84 beds total. The following is the number of licensed beds of these four nurseries:

Neonatal Intensive Care	22 Beds
Intermediate Nursery	26 Beds
Newborn Nursery	24 Beds
Boarder Nursery	12 Beds

Outpatient services are provided primarily at *The University Hospital* and the Doctors Office Center on the UMDNJ-Newark campus. The following are locations and services provided:

The University Hospital

D Yellow- Pediatric Primary Care Services
F342- Pediatric Subspecialty Services
The Francis Xavier Bougnoud Center
Pediatric Emergency Medicine Unit

Doctors Office Center

4100- Pediatric Subspecialty Services
4300- Primary Care and Adolescent and Young Adult Medicine

Additional outpatient services are provided in Jersey City, New Jersey at the Jersey City School System, Jersey City Department of Health, and Jersey City Medical Office.

The Department of Pediatrics had a total of 2,362 admissions on the General Pediatric Unit, 817 admissions on the Critical Care Unit, and 2,598 admissions in the nurseries during fiscal year 2003. There were approximately 51,696 outpatient visits during FY 2003.

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: Yvonne Miranda
Buyer's Phone Number: (732) 235-9089
Buyer's Fax Number: (732) 235-9024

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2 Mandatory Pre-Bid Conference

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

DATE: February 17, 2004

TIME: 10:00 AM

LOCATION: UMDNJ, MEDICAL SCIENCE BUILDING, 185 SOUTH ORANGE AVENUE, ROOM B 515, NEWARK, NEW JERSEY 07103

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

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

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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

1.4.3 Issuing Office

This RFP is issued by 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. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the buyer.

1.4.7 Price Alterations

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

1.4.8 Joint Venture

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

1.4.9 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.

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.

“Associate Vice President” – The Associate Vice President, Materials Management; the contracting officer for UMDNJ.

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

“Brick City Kids Fund” – The Brick City Kids Fund will address issues such as Environmentally Induced Illness, Preventive Medicine and Health Education, Nutritional and Metabolic Disorders, and Mental and Sexual Health and Substance Abuse.

“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.

“Epidemiology” – The branch of medicine that deals with the study of the causes, distribution, and control of disease in populations.

“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 Associate Vice President, Materials Management.

“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” – 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.

“S.W.O.T.” – Strengths, Weaknesses, Opportunities and Threats

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

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

3.0 SCOPE OF WORK

The Contractor must have experience in the evaluation of academic healthcare institutions and clinical operations.

The Contractor will be required to develop a three-(3) to five-(5) year strategic plan for University Hospital and the New Jersey Medical School, Department of Pediatrics. The Contractor will be required to meet with the Executive Management Team of *The University Hospital*, the Dean of the New Jersey Medical School, the Chair of the Department of Pediatrics, any appropriate clinical, administrative staff in the Department of Pediatrics, New Jersey Medical School (NJMS) and the University Foundation.

During these meetings, the Contractor will obtain any necessary information pertaining to the development of the Department of Pediatrics, gain a thorough understanding of the Pediatric Services provided, and obtain necessary documents from the key individuals in the Department of Pediatrics.

The Contractor will be reporting to the CEO of the University Hospital and the Interim Chair of the Department of Pediatrics.

3.1 Evaluation of Current Staffing and Space

3.1.1 The Contractor will evaluate staffing within the Department of Pediatrics to ensure that the amount of staff on board is acceptable and adheres to meeting the necessary quality standards set forth by *The University Hospital*.

3.1.2 The Contractor will evaluate the relations between the Department of Pediatrics and the Hospital by meeting with any key individuals in the Department of Pediatrics and *The University Hospital*.

3.1.3 The Contractor will examine the current space being utilized by the Department of Pediatrics and make any necessary recommendations as to better utilization for improvement to enhance patient care and customer satisfaction.

3.1.4 The Contractor will examine nurse-physician relationships and nurse competencies. The Contractor will make any necessary recommendations for improvement, if applicable.

3.1.5 The Contractor will evaluate the overall competency of the clinical staff within the Department of Pediatrics and assist them in developing an appropriate training and orientation program for the department, if necessary.

3.1.6 The Contractor will examine the existing issues within the Department of Pediatrics and develop a plan of action to address these issues.

3.2 Develop a Three - (3) to Five- (5) year Strategic Plan

3.2.1 The Contractor will provide *The University Hospital* and the Department of Pediatrics with revenue and expense projections with the Three- (3) to Five- (5) Year Strategic Plan.

3.2.2 The Contractor will examine the Pediatric Residency Program and make any necessary recommendations to improve educational standards and structure of the overall program in place.

3.2.3 The Contractor will utilize community data to analyze health issues within the City of Newark. In addition, the Contractor shall conduct a S.W.O.T. (Strengths-Weaknesses-Opportunities-Threats) analysis because of the changing nature of pediatric services in Newark and the surrounding areas. The Contractor will provide an analysis on the impact of these changes on future inpatient, outpatient, ambulatory and emergency services.

3.2.4 The Contractor will examine the epidemiology of the City of Newark with a specific focus on children and adolescents. Through this examination the Contractor will provide information on potential health services (i.e. lead detoxification, prenatal care, HIV/AIDS prevalence, immunization, and asthma) and outreach opportunities within the community of Newark.

3.2.5 The Contractor will conduct an exterior analysis to examine the existing relationships between *The University Hospital* and other pediatric healthcare providers. The Contractor will assess these relationships and recommend potential collaborations.

3.2.6 After consultation with the University Foundation, the Contractor will recommend a plan of action in implementing the Brick City Kids Fund of the Foundation of the University of Medicine and Dentistry of New Jersey in the City of Newark.

3.3 Preliminary and Final Report

3.3.1 The Contractor is to deliver a first iteration of their findings in the form of a preliminary report. The preliminary report will be reviewed with the CEO and Acting Chairman of the Department of Pediatrics and three members each from *The University Hospital* and NJMS Management, providing an opportunity for discussion and comment.

3.3.2 Both the preliminary and final reports should be submitted in a S.W.O.T. analysis format. The final report must include a 3-5 year plan of action with specific goals, objectives and financial plan.

3.3.3 The reports should designate who has ownership of each responsibility (i.e., *The University Hospital*, the Department of Pediatrics or New Jersey Medical School).

3.3.4 The Contractor is to be on-site, as required, to conduct any follow-up meetings and gather additional data resulting from preliminary report discussions, as a part of the Contractor's preparation of the final management report.

3.4 Project Timeline

The Contractor will adhere to the following timeline for completion of this engagement including specific engagement milestones as outlined below:

3.4.1 The Contractor must adhere to a twelve-(12)-week engagement timeline that begins in March 2004 and ends in June 2004.

3.4.2 The Contractor is to deliver a preliminary report to *The University Hospital* and New Jersey Medical School by the end of week nine (9) from the date of the contract award.

3.4.3 The Contractor is to provide UH and NJMS Management with a final report with their findings by the end of week twelve (12) from the date of the contract award.

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The Contractor will complete its work no later than twelve 12 weeks from the start of the contract.

4.1.2 Contract Extension Option

This contract may be extended for additional time as may be deemed necessary. 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 Associate Vice President, until new services can be completely operational.

The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UMDNJ.

4.3 Precedence of the University's Standard Terms and Conditions

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

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

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

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

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

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

4.4 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the State of New Jersey, Department of the Treasury's Division of Revenue.

4.5 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 Associate Vice President.

4.6 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.

4.7 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 Associate Vice President, Materials Management, through the University's Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Associate Vice President, Materials Management, through the University's Project Manager.

4.8 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 Associate Vice President, Materials Management, 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 Associate Vice President, Materials Management, through the University's Project Manager.

4.9 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.

4.10 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.

4.11 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 Associate Vice President.

4.12 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 Associate Vice President.

4.13 License and Permits

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

4.14 Claim and Remedies

4.14.1 Claims

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

Final decisions concerning all disputes relating to contract award recision, 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 Associate Vice President' 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 Associate Vice President regarding contract award recision, 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 Associate Vice President was improper.

4.14.2 Remedies

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

4.15 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. The Contractor may submit an invoice for half of the total contract at the conclusion of the preliminary report and the remaining half at the conclusion of the final report. 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.

4.16 Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Associate Vice President.

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

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

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Associate Vice President for written approval. Complete documentation from the using agency, confirming the need for the additional work/special project, must be submitted.

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

4.17 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 Associate Vice President shall provide advanced, written notice to the Contractor.

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

4.18 Suspension of Work

The Associate Vice President may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the Associate Vice President may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Associate Vice President and the Contractor shall negotiate and equitable adjustment, if any, to the contract price.

4.19 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 Associate Vice President in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Associate Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.20 Late Delivery and Liquidated Damages

The Contractor must immediately advise the Associate Vice President of any circumstance or event that could result in late completion of any task or subtask required to be completed on a certain date.

If the Contractor cannot meet the contract completion date for any task or subtask required to be completed by a certain date, the Contractor shall be liable to UMDNJ, the sum of 10% of contractual amount for each month or partial month that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not a penalty.

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 seven (7) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

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

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

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

5.5.6 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.

5.6 Section 2 – Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should contain at least the following information:

5.6.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince UMDNJ that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UMDNJ that the bidder’s general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

5.6.2 Detailed Project Work Description

The bidder should provide a detailed description of how it will perform the work required by the Scope of Work contained in the RFP.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder’s ability to complete the contract. The bidder’s response to this Section should be designed to convince UMDNJ that the bidder’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder’s proposal will lead to successful contract completion.

5.6.2 Contract Management

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

5.6.3 Contract Schedule

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

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

5.6.4 Budget

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

5.6.5 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

5.7 Section 3 – Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

5.7.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

5.7.2 Organizational Chart (Contract Specific)

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

5.7.3 Résumés

Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contracts should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

5.7.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified in the proposal as backup staff.

5.7.5 Organization Chart (Entire Firm)

The bidder should include an organizational chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

5.7.6 Person-Hour/Labor Category Mix Proposed

The bidder will submit a comprehensive chart showing the per-hours proposed to meet the requirements of this RFP. This chart will be designed to correlate to the tasks and sub-tasks required by the RFP. The bidder will set forth, for each task and sub-task, the total number of person-hours, broken down by labor category, proposed to complete the project.

5.7.7 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.8 Financial Capability of the Bidder

The bidder should provide proof of its financial capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

5.7.9 Subcontractor(s)

5.7.9.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and, (c) compliance with the requirements of all applicable laws.

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

5.7.9.3 The bidder should provide detailed résumés for each subcontractor's management supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the subcontractor is designated to perform.

5.7.9.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

5.8 Section 4 – Cost Proposal

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

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

5.8.2 Each bidder should also provide a comprehensive listing of all labor categories that may be used to perform additional work and/or special projects or according to the additional work and/or special project clause (s) of this RFP. Loaded hourly rates are to be submitted for all labor categories that the bidder anticipates any 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 Contractor 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 performing services 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 performing services 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 perform the required service. 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 Associate Vice President may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.
- 6.4.2 The Associate Vice President may consider such other factors that, in the opinion of the Associate Vice President, are important in evaluating the bidder's proposal and awarding Contracts as determined to be in the best interest of the University.
- 6.4.3 The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.
- 6.4.5 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 Associate Vice President determines that it is in the public interest to do so.

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

Not applicable to this procurement.

8.0 PRICE SHEET AND SUPPORTING DETAIL

UNIVERSITY OF MEDICINE OF DENTISTRY OF NEW JERSEY
STRATEGIC PLANNER TO ASSIST UNIVERSITY HOSPITAL, DEPARTMENT OF
PEDIATRICS

RFP # P04-039

COST PROPOSAL

TOTAL, FIRM FIXED COST TO PROVIDE ALL THE SERVICES REQUIRED BY THIS
RFP:

\$ _____

9.0 REQUIRED FORMS

- Ownership Disclosure Form
- MacBride Principle Certification
- Affirmative Action Employee Information
- Business Associate Agreement

OWNERSHIP DISCLOSURE FORM

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
<hr/>				
<hr/>				

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
<hr/>				
<hr/>				

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 _____

*Request for Proposal: Strategic Plan for University Hospital and NJMS, Department of Pediatrics
(RFP # P04-039)*

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 no 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

*Request for Proposal: Strategic Plan for University Hospital and NJMS, Department of Pediatrics
(RFP # P04-039)*

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

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

The following provisions (Amendment) are added and incorporated into the attached RFP# P04-039- Strategic Plan for *The University Hospital and New Jersey Medical School, Department of Pediatrics* (“Agreement”) entered in between UMDNJ/UH-NJMS, Department of Pediatrics (“Covered Entity”) and

Name of Contracting Party

(Business Associate), 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/NJMS, Department of Pediatrics;

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

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

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

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

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

- a. will not use or further disclose PHI other than as permitted by this Agreement;
- b. will ensure that all transmissions of PHI are authorized and in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1996, 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 use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- d. 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;
- e. 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;
- f. 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;
- g. 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;

- h. 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; and
 - i. 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.
- 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 Business Associate from pursuing any other remedies available to Business Associate 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.

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

Covered Entity

Business Associate

By: _____
Ellen M. Casey, Esq.

By: _____

Title: Associate Vice President
Materials Management

Title: _____

Date: _____

Date: _____