

Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE: ENTERPRISE RESOURCE PLANNING SYSTEM

RFP NUMBER: UH-P24-004

DATE ISSUED: DECEMBER 11, 2023

DATE PRE-BID QUESTIONS DUE: JANUARY 8, 2024, By: 12:00 PM

DUE DATE: MARCH 7, 2024, By: 2:00 PM

LOCATION: UNIVERSITY HOSPITAL
DEPARTMENT OF PURCHASING SERVICES
65 Bergen Street, 12th Floor
Newark, New Jersey 07103

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 NAME: _____

BIDDER REPRESENTATIVE:

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NO.: _____

EMAIL: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER'S AUTHORIZED SIGNATURE

PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # UH-P24-004 for ENTERPRISE RESOURCE PLANNING SYSTEM FOR UNIVERSITY HOSPITAL

A) The underlying premise of this public sector RFP is to maintain a “level playing field” to ensure fair competition among all participants. Public and private sector requirements may differ. University Hospital (UH) Purchasing Services must proceed according to public sector requirements. Bids in response to RFP # UH-P24-004 must be submitted in accordance with these requirements. Simply put, there are certain requirements that must be met for a public sector bid to be accepted and for an award to be issued. Some examples:

- 1) Ensure your bid proposal is complete and includes all required documents. See RFP Sections 1.0, 3.0, 5.0, 8.0, and 9.0. Note regarding section 9.0: make any objections to insurance requirements known immediately, **before bid opening**.
- 2) If your bid proposal takes exception to UH payment terms (45 days), your proposal likely will be determined to be non-responsive. UH may accept shorter payment terms with additional discounts (e.g., 2%/30 days).
- 3) Sign and submit your bid proposal in a sealed package.
- 4) Identify your bid package as stated in the RFP to help avoid loss or accidental opening.
- 5) Submit your bid proposal to Purchasing Services by the prescribed opening time and date. Any late bids will be disqualified. Purchasing Services is not responsible for any bids that arrive late. Suggestion: send your bid in time for delivery to Purchasing Services a day or two earlier than specified in the RFP and track your shipment.
- 6) Initial handwritten changes, if any, prior to sealing and submitting your bid.
- 7) Other than procedural questions (e.g. directions to Newark) all questions must be posed using the protocol established in the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to any bidder.

B) **Forms** – Problems with forms are a primary cause of bid rejection. Please identify, obtain and complete all required forms, and submit the proposal. RFP **Section 9.0** describes required forms; some considerations are:

- 1) The New Jersey State Business Registration does not have to be submitted with the bid **but the bidder MUST have registered with the state of New Jersey BEFORE any contract can be awarded.** If you are not registered, start the process immediately!
- 2) 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.
- 3) The Affirmative Action (AA) Certificate – Previously, the AA 302 Form, which provided racial and ethnic hiring and working statistics, was the only AA document required to be submitted with a bid proposal. Currently AA requires the AA 302 Form and certification from the state of AA 302 Form submission to the state. That certification requires a \$150 fee to be paid to the state. Absent

certification you may be disqualified, and you will be ineligible for award until UH receives evidence of such certification. Links to AA to obtain certification are in Section 9.0 of the RFP.

- 4) Business Associates Agreement (BAA) – Any deviation from UH BAA **may** be accepted but because of the process and legal review, any potential award will be delayed significantly.
- 5) MacBride Principles Certification – The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 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. Please refer to N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFP Signatory Page the bidder/offeror certifies:

1. The bidder has no operations in Northern Ireland; or
2. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

- 7) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit this form to certify that neither the Bidder, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor any of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to Bidder.
- 8) **Exceptions** – Exceptions to the specifications contained within the RFP are the most serious form of non-compliance/non-responsiveness. While potential cures may be offered for non-material exceptions, material exceptions have one cure – withdrawal of the exception. Evaluators will look at all exceptions to determine if any may be categorized as non-material deviations which would give no advantage to the bidder. However, exceptions typically give advantage to the bidder over its competitors and without withdrawal the bidder will ultimately be disqualified.

REVIEW:

- 1) Read and understand the entire RFP.
- 2) Follow instructions as presented in the RFP.
- 3) Sign everything that requires signing.

- 4) Enclose all required documents and forms in your bid package.
- 5) Label the bid package correctly.
- 6) Submit the bid package ahead of time.
- 7) **Take no exceptions.**

1. INFORMATION FOR BIDDERS

1.1. Purpose and Intent of the Procurement

1.1.1. Purpose

This Request for Proposal (RFP) is issued by the University Hospital (UH), Department of Purchasing Services on behalf of the University Hospital, Department of Information Services and Technologies.

The purpose of this RFP is to solicit proposals to engage qualified business entities to provide a comprehensive Enterprise Resource Planning (ERP) Solution inclusive of Finance, Human Resources, Procurement, Supply Chain Management and other related products, services, and solutions. The new ERP Solution will replace our legacy ERP (Banner) System, which lacks core features and functionality needed to address the business requirements of University Hospital. The Banner ERP System is not optimized for health care focused operations. Our current ERP system is cobbled together with manual processes and disparate systems to complete the majority of our day-to-day business transactions. We are seeking a cloud-based enterprise solution capable of streamlining business operations with industry best practice workflows, enhanced automation, seamless integration, and real-time analytics to deliver the highest level of value to University Hospital.

1.1.2. Intent

University Hospital's intent is to select a qualified business entity that offers the most comprehensive Enterprise Resource Planning (ERP) Solution aligned with our business needs. The new ERP will serve as our business engine as well as our "source-of-truth" for assessing core business operations and performance across the enterprise. Robust ERP features and functionality, data and real-time process analytics will be the essential business criteria.

UH intends to issue a separate Request for Proposal at a future date for the implementation services as it relates to this RFP. Respondents to the current RFP must not address the future related project in their proposals at this stage. The pending RFP for those additional services will provide more specific technical requirements and project details when it is released. At that time, the awardee for this RFP will be notified of the opportunity to also propose for the additional work. There is no obligation or commitment concerning the upcoming RFP based on your participation in this current ERP RFP process.

1.2. Background

University Hospital (UH) was separated from University of Medicine and Dentistry of New Jersey (UMDNJ), its parent organization for 31 years, by legislation that took effect in July 2013. UH is now an independent medical center and an instrumentality of the State of New Jersey. It is a principal teaching hospital of Rutgers Biomedical and Health Sciences (RBHS), which includes Rutgers New Jersey Medical School and Rutgers School of Dental Medicine.

UH is a critical statewide resource for clinical care, medical education and research; a key component of New Jersey's healthcare landscape; and important to federal, state and local legislators and other policymakers interested in advancing scientific discoveries and healthcare delivery. It is New Jersey's only public hospital and a Level-1 trauma center serving northern New Jersey. UH provides training to more future physicians than any other hospital in the state.

UH is a 519 licensed bed acute-care hospital, home to regional and statewide resources for advanced care in many medical specialties. Additional information about UH is available on our website at: <http://www.uhnj.org/about/>. For additional information, refer to Appendix A.

1.3. Key Events

1.3.1. Questions and Inquiries

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

Written questions should be e-mailed to Purchasing Services to the attention of the assigned buyer at the following address: eliopoje@uhnj.org and UHPurchasing@uhnj.org

1.3.1.1. Cut-Off Date for Questions and Inquiries

A Pre-bid Conference will **not** be offered for this procurement. Written questions must be delivered to the Department of Purchasing Services via e-mail at: uhpurchasing@uhnj.org and eliopoje@uhnj.org. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance as possible. This request is made so answers can be prepared timely for any addenda.

1.3.1.2. Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchasing Services Buyer.

Questions should be in consecutive order, from RFP beginning to end, following the organization of the RFP. Each question should begin by referencing the related RFP page and section number.

Questions should be submitted in the following format:

Page #	Section	Question
5	1.1	Enter question here

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 Hospital. Bidders shall not contact any person within the University Hospital directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

Cut-off date for questions and inquiries relating to this RFP is: January 8, 2024, BY NOON.

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 cut-off date for questions.

IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED AFTER THE CUT OFF DATE. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

1.4. Additional Information for Bidders

1.4.1. Revisions to this RFP

If UH deems revision(s) to this RFP are necessary, such revision(s) will be by addendum. Any RFP addendum will be distributed as follows.

Since a Pre-Bid Conference has not been scheduled for this procurement, any addendum issued at the time of or after the question period will be distributed on our website.

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 and will be posted on the UH Bidding Opportunities webpage, which can be found here: https://uhnj.org/purchweb/vendors/vendor_current_bid.htm

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. **Notice to Bidders:** It is the responsibility of all potential bidders to check UH's web site www.uhnj.org/purchweb/ regularly and obtain all addenda that may be issued to bid specifications. UH is not responsible for direct distribution of addenda posted on the web site to all vendors who desire to submit a proposal.

1.4.3. Issuing Office

This RFP is issued by UH, Department of Purchasing Services. The Buyer noted in Section 1.3.1 is the sole point of contact between the bidder and UH 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

UH 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

All information submitted by bidders in response to a bid solicitation is considered public information, except as may be exempted from disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

All bid proposals as public records, with the exception of information determined by the courts or UH to be proprietary, are available for public inspection after contract award.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. UH reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

UH will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. The bidder will be required to withdraw such designation before the bid proposal will be considered for contract award.

In the event of a challenge to the bidder's designation of confidentiality/proprietary materials, the bidder shall be solely responsible for defending its designation.

1.4.7. Price Alterations

Bid prices must be typed or written in ink. Any price changes (e.g., "white-outs") must be initialed. Failure to initial price changes may preclude an award 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, Disclosure of Investment Activities in Iran Form and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.9. Diverse and Local Contracting

University Hospital seeks to encourage and afford opportunities to diverse and local suppliers, while ensuring that it receives the highest quality products and services at the most economical costs. University Hospital also encourages all Contractors to subcontract with small, diverse and/or local firms when feasible. Any bidder intending to subcontract with such firms should submit a plan for fulfilling this objective using the attached Diversity Subcontractor Utilization Plan. Upon contract award, any Contractor that submitted such Plan shall be required to report all payments made to small, diverse and/or local business subcontractors to UH's Office of Supplier Diversity and Vendor Development using the attached Diversity Subcontractor Utilization Report.

1.4.10. Bid Bond

Not applicable under this RFP.

1.4.11. HINT Regulations

Contracting Party agrees that it shall comply with the requirements of Health Information Electronic Data Interchange Technology Law, a/k/a "HINT" and its regulations.

Further, the Contractor agrees that throughout the term of its agreement with University Hospital, the Contractor shall be in full compliance with the regulations and that all requirements set forth in the regulations are deemed incorporated as material terms of its agreement with University Hospital as if fully set forth therein.

The Contractor must complete the attached Business Associate Agreement, evidencing compliance with HINT Regulations.

1.4.12. HIPAA Compliance

As a State Agency, New Jersey regulations require UH to obtain documentation regarding our vendors' "HIPAA Compliance" status. Prior to procuring goods and/or services from the successful bidder, UH must obtain a Business Associate Agreement from such bidder. This agreement involves access to protected health information pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA). The requirement is a precondition of entering into a valid and binding contract.

1.4.13. 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 should be submitted by a bidder with its bid proposal. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

1.4.13.1. Requirements Regarding Business Registration Form

A contractor should 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 Executive 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.

1.4.14. Deficit Reduction Act

UH is committed to the prevention and detection of any fraud, waste, and abuse within UH related to all health care programs, including Federal and State programs.

To this end, UH 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 UH 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 UH's Office of Ethics and Compliance. Any employee of UH who in good faith reports such information will be protected against retaliation for coming forward with such information both under UH's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UH 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, the employee shall bring these concerns to UH'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 UH employees and all contractors and agents of UH.

2. DEFINITIONS

2.1. Definitions

For purposes of this RFP, and any Contract resulting from this RFP the following terms and definitions apply:

"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 UH, 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.

“Addendum” – Written clarification or revision to this RFP issued by UH, 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 Executive Director of Supply Chain Management or Chief Financial Officer.

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

“CEO” – UH, Chief Executive Officer (President).

“CFO” – UH, Chief Financial Officer.

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

“Contractor” – The Contractor is the bidder awarded a contract under this RFP.

“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 Executive Director of Supply Chain Management, and to the FIAA Committee of the Board of Directors of UH.

“Executive Director” – The Executive Director of Supply Chain Management; the UH contracting officer.

“HIPAA or HITECH Act” – Health Insurance Portability and Accountability Act of 1996, as amended (**“HIPAA”**), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (the **“HITECH Act”**), and regulations promulgated by the U.S. Department of Health and Human Services (the **“HHS”**) (hereinafter the **“HIPAA Regulations”** and the **“HITECH Regulations,”** respectively) and/or applicable state and/or local laws and regulations..

“Loaded Hourly Rates” – All-inclusive rates for each project requested.

“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.

“UH” – UH, Newark, New Jersey.

2.2. Definitions specific to this RFP:

“Accounting Period” means a time span that contains all the financial transactions for an entity. Generally, it is 12 months.

“API” means Application Programming Interface.

“Application Programming Interface (API)” means functionality or commands in an ERP that is exposed to developers to assist in the interface between the ERP and another solution.

“Banner” is University Hospital’s electronic financial system which holds all expense and revenue records.

“Bill Only” is a Purchase Order specifying that Item should be billed by vendor, but not shipped, i.e. to recognize the use of Consignment Inventory.

“Chrome River” is a web-based expense reporting application that users can log into from anywhere, using any mobile device.

“Consignment Inventory” is vendor-owned inventory held at University Hospital and invoiced only when used.

Controller’s Report Library (CRL) is a repository of ‘live’ data. As the data is processed in Banner, it automatically populates the reports.

“E-Print” is a repository of static data. Reports are published on a set schedule and are essentially ‘snapshots’ of the data. Many of the reports will only run after the fiscal closing of the month. Most of the files in this repository are in PDF and text format.

“Enterprise Resource Planning (ERP) is software that manages and integrates the entire organization such as customer relationships, sales, engineering, production, procurement, inventory, and finance.

“Fiscal Year” is the year as defined by the company for financial reporting and tax purposes. UH’s fiscal year is from July 1st to June 30th.

“HealthQuest” is a medical practice management software, designed to help healthcare organizations handle patients’ information, medical histories, prescriptions, and appointments. Other features include receipt management, reminders, accounting, health appraisal graphs, and more.

“ImageNow” is a document management system that ensures all documents are secure, quickly retrievable, and tied to the files and applications. Invoices, checks, and other documents are scanned into ImageNow.

“Jaggaer/Marketplace” is a current UH online application that allows users to order (place purchase orders) and approve purchases. Marketplace is interfaced with Banner so that the purchase order information migrates to Banner. Marketplace has approval queues that may vary from department to department.

3. SCOPE OF WORK

Beneath each specification is a line stating: WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION. The bidder must indicate by putting a check mark in the appropriate box marked ____ Y (Yes) ____ N (No).

If any requirements cannot be fulfilled (i.e., a “No” response) the bidder must explain why under Section # and Name in Section 7 of the RFP.

Bidders must recognize that the inability to fulfill a required specification may result in a proposal being deemed non-responsive, thereby disqualifying the proposal from evaluation.

3.1. General

University Hospital (UH) intends to replace its existing ERP system with a proven, commercial-off-the-shelf (COTS) ERP system. University Hospital’s goal is to take advantage of a modern ERP system that is designed around best practices allowing UH to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the new ERP system should meet the following objectives:

- Consolidate information, link processes and functions, and eliminate separate departmental spreadsheets in favor of a single system that integrates the UH’s financial and non-financial applications through a common database platform.
- Streamline business processes to take advantage of best practices through automation, integration, and workflows.
- Provide a user-friendly and intuitive user interface to promote system use and productivity.
- Eliminate the need for redundant data entry.
- Eliminate the need for manual input when preparing the annual budget and financial statements.
- Improve and/or provide necessary reports and reporting capabilities, and access to data through inquiry or drilldown capabilities.
- Provide interface capabilities with third-party systems. The University Hospital seeks a qualified Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide and support a fully integrated and proven ERP solution for a Healthcare organization.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.
____ Y (Yes) ____ N (No)

3.2. Supply Chain Management

The ERP System must provide the ability to manage suppliers, contracts, and all procure-to-pay activities and inventory management functions efficiently and effectively for direct and indirect spend.

3.2.1. Supplier Management

The system shall provide a customer managed database of all suppliers and all relevant supplier information, including all required purchasing information. The system shall enable users to track and manage vendor performance, contract compliance, diversity status and other relevant vendor measures and attributes. The system should provide online portal access for suppliers to manage their information, subject to UH approval.

3.2.2. Contract Management and Catalog Pricing

The system shall provide a user-maintained database of all contracts and all relevant contract information, including contract type, term, budget, pricing, and contract documents, that can be classified, tracked and queried by type and other contract attributes. Access to database should be configurable by role for contract managers, users, and approvers. The system shall provide user-managed and vendor-managed catalog pricing functions, with pricing tied to item master cost.

3.2.3. Item Master

The system must provide a single source of truth for all ERP modules and other hospital systems (i.e., Epic) to drive all purchasing, cost accounting, inventory, and billing functions. Item-Master cost must be linked to contract pricing. The system must provide the ability to classify items by multiple user-defined attributes. The system must provide the ability to designate linked items as replacements or substitutes.

3.2.4. Requisitioning

The system shall provide a user-friendly shopping experience for users to create both contract and non-contract requisitions using both catalog and non-catalog pricing. The system must accommodate punch-out to vendor system(s) for requisition creation. The system must support both external purchase and internal distribution requisitions. The system should support discount pricing at both the line and requisition level. Documents such as quotes, specifications and approvals can be attached to requisitions. The system must provide a rule-based requisition approval workflow, configurable by cost center, commodity, item, and total requisition cost, which must include a budget check. The system must provide a means for approvers and requisitioners to document actions and communicate on requisitions.

3.2.5. Purchase Order

The system shall create purchase orders from approved requisitions by selecting and grouping requisition lines. The system must accommodate blanket orders of multiple types: for purchase of services or periodic delivery of goods with no requirement to release individual shipments or requiring release of individual shipments. The system must accommodate change orders, with an audit trail documenting all changes. The system must provide rules-based workflow approval of purchase order modifications in the same or similar manner as requisition approvals. The system must transmit purchase orders to vendors electronically and provide the ability to modify the default order distribution method and destination for individual orders at time of release.

3.2.6. Analytics

The system must provide the ability to categorize, classify, and analyze spend to support strategic sourcing and other supply chain management processes. The system must provide the ability to query requisitions, POs or both by multiple criteria, including but not limited to supplier; department; account; order status; commodity category or code; approval status; requisitioner; approver; pending approver; and date ranges. The system must provide the ability to design and save standard reports using all criteria listed above. This shall include both periodic and exception reporting. The system must provide the ability to export query or report results in standard file formats for further off-line analysis.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2.

☐ Y (Yes) ☐ N (No)

3.3. Human Resources

3.3.1. The system must provide for personnel administration, position control, benefits administration and employee profile management including but not limited to employee demographics, information regarding employment terms, transfers, promotions, skills, goals, KPIs, emergency contacts, etc.

3.3.2. The system should provide an employee self-service portal that allows employees to carry out routine tasks such as updating personal information, apply for leave, submit timesheets, access online electronic payslips, and view assigned goals and KPIs.

3.3.3. The system should also provide for an integrated and comprehensive recruitment process, applicant tracking and onboarding functionality.

3.3.4. The system's payroll module should seamlessly process various aspects of payroll, which includes, time entry, leave management, benefit deductions, overtime pay rates and timekeeping by managing the intricacies of salary calculations by considering basic pay, gratuity, leaves, etc.

3.3.5. System should support and manage multiple pay scales and labor contract terms / schedules. UH currently has seven (7) different union contracts.

3.3.6. System should integrate the HR and Payroll modules to ensure compliance with all relevant labor regulations. It is critical that the system's automated payroll module is accurate and follows the law tightly as rules and regulations around payroll systems are continuously changing.

3.3.7. The system must accommodate accurate tax filings and deposits. Payroll reports, direct deposits and integration options with third party payroll and benefits vendors.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3.

☐ Y (Yes) ☐ N (No)

3.4. Finance and Budget

3.4.1. The system must perform accurate accounting, recording, processing, and reporting of all financial transactions at University Hospital (UH). Should provide dashboards and analytics which show a clear picture of financial condition of UH including expenses, profit or loss, and process income.

3.4.2. System should have modules to support asset management, budgeting, future opportunities, and support management in better decision making. Key components of the system should support General Ledger management for all the UH financial transactions including the ability to record a high volume of transactions across multiple sub-ledgers, flexible transaction coding and classification, automated reconciliation of transactions, configurable workflows for transaction reviews, approvals and release with validation checks for data accuracy and fraud prevention.

3.4.3. System should have a robust and automated Accounts Payable (AP) and Accounts Receivable (AR) module / processes to reduce risk of human errors and simplify transactions.

3.4.4. System must provide Fixed Asset Management, Risk Management and Financial Reporting modules.

3.4.5. System should provide for all regulatory, financial, and internal auditing requirements:

- 3.4.5.1. Identify duplicate data, data discrepancy and improve data accuracy.
- 3.4.5.2. Detect fraud - Precise details of financial movement help an organization to detect fraud.
- 3.4.5.3. Comply with various finance regulations – to have audit trails. With audit logger feature in ERP software for financial management, organizations can comply with the norms.
- 3.4.5.4. Make finance related decisions - With proper audit logs, management can identify financial trends, and patterns in financial data.
- 3.4.5.5. Identify responsible parties in case of errors or misconduct.
- 3.4.5.6. Provide visibility into the actions taken by different users within the ERP system.
- 3.4.5.7. Increase transparency and reduce the risk of unethical behavior.
- 3.4.5.8. Schedule alert emails with various scheduling options.
- 3.4.5.9. Segregation of Duties compliance
- 3.4.5.10. Provide critical information accurate audit trails with history of all the changes with update on Finance dashboard.
- 3.4.5.11. Simplify compliance validation.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.

___ Y (Yes) ___ N (No)

4. 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 all or part of two (2) years. Any extension of this contract under this provision will be put into effect by mutual agreement between UH and the Contractor, with written notification being provided to the Contractor by UH. 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 Executive Director, until new services, from a replacement Contractor, become completely operational. The Contractor acknowledges its responsibility to cooperate fully with any replacement Contractor and UH to ensure a smooth and timely transition to the replacement Contractor. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UH.

All UH data and information stored by Contractor must be returned to UH within 30 business days of contract termination. Contractor will make available to Customer a complete and secure (i.e. encrypted and appropriately authenticated) download file of Customer Data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. Contractor will be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize Customer's data file. Once data files have been successfully transferred to UH; all UH data stored in any Contractor's and or Subcontractor's Systems must be destroyed per NIST 800-88 data destruction guidelines. Supplier must provide Client a certificate of destruction within thirty (30) business days of data destruction.

4.3. Precedence of University Hospital's Standard Terms and Conditions

The contract resulting from this procurement shall consist of the following documents:

- This RFP, which hereby incorporates UH's Standard Terms and Conditions
- Any addendum to this RFP
- The Contractor's Bid Proposal
- UH'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.

4.4. 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 a bidder's departure increases the likelihood that any related UH acceptance of non-compliance with the RFP may give 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 may affect UH's ability to make a bid comparison, and/or is otherwise unacceptable to UH. The determination of material departure shall be in the sole discretion of UH.

4.5. Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and UH from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation. No contract will be issued to the successful bidder until such time as the Contractor has supplied UH with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until UH is in receipt of said certificate.

Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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 \$2,000,000 per occurrence/\$2,000,000 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;

- **Professional Liability insurance** including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, copyright or trademark infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of ten million dollars (\$10,000,000) each claim and annual aggregate;

- **Additional Insured** – UH 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;

-UH 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. **A Certificate of Insurance must be provided to UH Contract Administrator for each year of the contract award.**

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.

4.6. 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 UH Executive Director, Supply Chain Management (Executive Director).

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.

UH's receipt, review or acceptance of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. UH's receipt, review, acceptance or

payment shall not be construed as a waiver of any rights UH 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 Executive Director, through UH'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 Executive Director, through UH'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 Executive Director, through UH'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 Executive Director, through UH'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 UH and shall be delivered to UH upon 30 days' notice by UH.

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

Contractor shall retain all rights, title and ownership to its intellectual property and neither party will acquire any rights, title or interest in or to any intellectual property of the other party pursuant to this contract.

4.11. Data Confidentiality

All data and information supplied by UH 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 UH 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 Executive Director.

4.13. Advertising

The Contractor shall not use UH’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 Executive Director.

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 UH with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor in its bid proposal.

4.15. Claims 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.

All claims asserted against UH 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 UH relating to a final decision by the Executive Director 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 (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Executive Director was improper.

4.15.2. Remedies

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

4.16. Form of Compensation and Payment

UH's payment terms are Net 45 days.

The Contractor must submit invoices to UH with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Work shall not be billed prior to software activation or provisioning of software.

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 UH before payment is 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 is 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

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

In the event that the need for additional work and/or a special project arises, UH 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 UH. 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 complete 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 Executive Director 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 Executive Director's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Executive Director, it shall be at the Contractor's sole risk. UH shall be under no obligation to pay for work done without the Executive Director's written approval.

4.18. Option to Reduce Scope of Work

UH has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under any contract resulting from this RFP. In such an event, the Executive Director 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 Executive Director, 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 Executive Director 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 Executive Director may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Executive Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.20. Change in Law

Whenever a change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Executive Director 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 Executive Director 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 (Sample)

Not applicable under this contract.

4.24. Federal and State Laws and Regulations Regarding Healthcare

UH is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations.

All services provided under this bid and the contract award under this bid must comply with all applicable laws. In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. UH shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

5. 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 & Identification

In order to be considered a bid proposal must arrive at UH Procurement addressed to the individual at the location identified in section 1.3.1 on page 3 of this RFP. **Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals.** UH 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 in hard copy format and one (1) in electronic format, such as USB/Flash drive. Each bidder

should also submit three (3), complete and exact hard 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 Affirmative Action

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information or a Federal Letter of Approval must complete the 29 Affirmative Action Employee Information Report (AA-302) located on the web at:

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302/instructions.pdf.

The requirement is a precondition of entering into a valid and binding contract.

5.5.3 Set-Aside Contracts

Not applicable under this contract.

5.5.4 Bid Bond

Not applicable under this contract.

5.5.5 Business Associate Agreement

The bidder should 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.

5.5.6 Business Registration Notice

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors if any must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek reinstatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder’s early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek reinstatement of a revoked BRC online at: <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Purchasing Services as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by the Purchasing Services will be deemed ineligible for contract award. Under any circumstance, the Purchasing Services will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

5.5.7 Disclosure of Investment Activities in Iran Form

Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to Bidder. See Section 9 of this RFP for the form. The List of Persons or Entities Engaging in Prohibited Investment Activities in Iran may be found here: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

The form may be found here:

<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

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 ERP Vendor Questionnaire

The Bidder must complete, Attachment A, Vendor Questionnaire.

This file (ERP Vendor Questionnaire.xlsx) has eight (8) tabs labeled as follows:

1. Table of Contents (ToC) and Instructions
2. General
3. Technical Scope
4. Finance and Accounting Scope
5. Supply Chain Management Scope
6. Human Resources and Payroll Scope
7. Reporting and Analysis Scope
8. Monitoring and Auditing Scope

Table of Contents (ToC) and Instructions will provide guidance on completing the document. Please include all supporting documentation in proposal response as an Appendix.

Bidders must refrain from adding lines or columns or modifying any of the questions. Failure to complete the questionnaire will result in the proposal being deemed non-responsive and thereby disqualify the proposal from evaluation. Submit an excel sheet with your digital copy and a PDF copy in your original response.

5.6.2 Vendor Master Service Agreement (MSA)

Bidder must provide their MSA in an editable format. Any conflicts between the MSA and the RFP shall be resolved in favor of the RFP, including UH Standard Terms and Conditions.

5.7 Section 3 – Organizational Support

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 Diversity Status of Bidder

5.7.1.1 The bidder should provide evidence of its certification as a small, minority, women, LGBT, or veteran owned business entity, if applicable.

5.7.1.2 The bidder should provide evidence of its status as a local (Newark or Primary Service Area) business enterprise, if applicable.

5.7.1.3 The bidder should provide the percentage of its total contracting and procurement spend for the prior year which was spent with small, women, minority and veteran-owned business enterprises, and with local business enterprises.

5.7.1.4 The bidder should indicate the percentage Bidder will subcontract, if any, with certified small, women, minority and veteran-owned business enterprises and with local business enterprises should it be awarded this

contract. The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers it plans to use and the estimated subcontracting amounts.

5.7.2 Subcontractor(s)

5.7.2.1 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.

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

5.7.2.3 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.

5.7.2.4 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.

5.7.3 Diversity Subcontractor(s)

5.7.3.1 UH encourages all suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

5.7.3.2 Bidders which intend to subcontract should submit with their proposal the attached Diversity Subcontractor Utilization Plan listing the subcontractors proposed and the expected subcontract value.

The bidder should include in its proposal detailed descriptions of services to be provided by each subcontractor, if any, referencing the applicable Section or subsection of this RFP.

5.8 Section 4- Cost Proposal

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

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

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

5.8.3 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 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals will be evaluated by an Evaluation Committee composed of some or all of the following: members of various UH departments including representative(s) from the Department of Purchasing Services. Representatives from other governmental agencies may also serve on the Evaluation Committee. 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 bidder's status as a certified small, minority-owned, women-owned, veteran-owned, LGBT-owned, or Local Business Enterprise, and its declared intent, if applicable, to engage diverse and local subcontractors.
- 6.3.6 The overall ability of the bidder to 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.
- 6.3.7 The bidder's cost proposal.

6.4 UH's Right to Consider Additional Information

- 6.4.1 The Executive Director 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 Executive Director may consider other factors that, in the opinion of the Executive Director, are important in evaluating the bidder's proposal and awarding contracts as determined to be in the best interest of UH.
- 6.4.3 UH reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.
- 6.4.4 When making the contract award decision, UH may consider evidence of formal or other complaints against any bidder(s) by UH for contracts held in the past or present by the bidder.
- 6.4.5 UH reserves the right to check the bidder's financial capacity and ability to successfully undertake and provide the services required by this RFP by any means deemed appropriate.
- 6.4.6 UH 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 UH 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 RIGHT TO WAIVE

The Executive Director reserves the right to waive minor irregularities. The Executive Director also reserves the right to waive a requirement provided that:

- (1) The requirement is not mandated by law;
- (2) All of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) In the sole discretion of the Executive Director, the failure to comply with the mandatory requirement does not materially affect the procurement or UH's interests associated with the procurement.

6.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UH may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize UH's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly. When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher cost than the original price proposal. Any revised price proposal that is higher in cost than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity.

UH reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award. After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Executive Director for award the responsible bidder(s) whose proposal(s), conforming to the RFP, is most advantageous to UH, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further cost reductions with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by UH to be in UH's best interests and to maximize UH's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because UH may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or payment proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If UH contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

6.7 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 UH, price and other factors considered. Any or all bids may be rejected when the Executive Director determines that it is in the public interest to do so.

6.8 Bidder's Right to Challenge a Contract Award

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

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

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

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

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

7 BIDDER'S RESPONSE OF "NO" TO SCOPE OF WORK REQUIREMENTS

The bidder should provide information for which a "NO" answer is given to any of the Scope of Work Requirements in Section 3.0. The information should include a thorough explanation for not meeting the requirement and alternative which may substitute the requirement.

Section 3.1: _____

Section 3.2: _____

Section 3.3: _____

Section 3.4: _____

8 PRICE SHEET AND SUPPORTING DETAIL

ENTERPRISE RESOURCE PLANNING SYSTEM FOR UNIVERSITY HOSPITAL PROPOSAL #UH-P24-004

The bidder proposes the following firm, fixed and all-inclusive fees to perform the services and provide reports described in this RFP, see Section 3 (Scope of Work).

Bidder is instructed to complete and submit the Price Proposal under separate cover as identified herein. Bidder to use the following sub header format as provided below.

I. PART I: COST WORKSHEETS

Bidder to submit and complete the Cost Worksheets as contained below. Bidders shall not modify the worksheets in any way. University Hospital (UH) understands that there may be potentially four primary types of costs associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual subscription costs.

- a. **Software Licensing Cost:** Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Bidder shall:
 - Explain all factors that could affect licensing fees
 - To the extent possible, the Bidder shall show any applicable discounts separately from the prices for products and Services.
 - UH requests that the Bidder provide separate prices for each functional area/module in the proposed solution.
- b. **Implementation Services Cost:** Implementation service costs typically include all costs related to professional services (including general implementation, project management, configuration, and other professional services), data conversion, customization, and training. It is important to note the following:
 - In the event the product or service is provided at no additional cost, the item should be noted as "No charge."
 - In the event the product or service is not being included in the Proposal, the item should be noted as "No bid."
 - Bidder shall make clear the basis of calculation for all fees and costs.
 - All estimated travel expenses and related out-of-pocket costs must be included as a separate line item on a not-to-exceed basis. UH shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside UH control. Travel expenses will be paid as incurred on a monthly basis.
- c. **Annual Maintenance Cost:** Annual maintenance costs include the annual maintenance and support fees for the application environment. Unless a standard offering or otherwise included in scope of the Proposal, Bidders shall list any disaster recovery, enhanced support, or annual hosting server upgrade or other costs as optional.

- d. **Ongoing Software Subscription Cost:** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions.

II. PART II: PAYMENT AND RETAINAGE TERMS

UH requests that the following Payment and Retainage Terms be utilized for UH's Project:

- a. **Software Licensing:** Use of an acceptance-based payment schedule for software licensing.
 - i. Potential milestones including system deployment, Phase Kickoff, Initial Module/System Configuration, Approval of Phase Go-Live, and Acceptance of System. UH expects that licensing for any software modules will not be payable until the associated project phase for that module begins. For example, if Module X were a part of a potential Phase II to the project, UH would expect to have payment milestones for Module X begin with the phase kickoff for Phase II.
 - ii. *Bidder shall fully describe their proposed milestone-based payment schedule for software licensing as part of their Price Proposal.*

Software Licensing Cost Statement:

- b. **Annual Maintenance Cost:** UH expectation is that it will not pay maintenance fees on functional areas being implemented until formal UH acceptance has been provided to approve live processing for the associated Project phase. *For example, the annual maintenance fees associated with Payroll will be paid upon UH acceptance of the Project phase associated with the Payroll module.* **Software maintenance costs must not increase in the first five (5) years upon go-live operation.**

Annual Maintenance Cost Statement:

- c. **Ongoing Software Subscription Cost (If SaaS Deployment):** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions. UH expects that subscription costs for software modules will not be payable until the associated project phase for that module begins. For example, if Payroll were a part of a potential Phase II to the project, UH would expect to have payment for the Payroll module begin with the phase kickoff for Phase II. **Annual subscription costs must not increase in the first five (5) years upon go-live operation.**

Software Subscription Cost Statement:

III. NARRATIVE DESCRIPTION OF PRICE PROPOSAL

Bidders are encouraged to include a narrative description of the proposed costs, including, at a minimum the following:

- a. Any optional services/offerings for professional services
Brief Statement:
- b. Any discounts that have been offered
Brief Statement:

- c. Any additional service offerings that may be out of scope but may be available on an optional basis to serve to shift some of the implementation work effort from UH to the vendor during implementation.

Statement:

- d. Any projected or anticipated cost savings or cost avoidance considerations related to the proposed software and services (savings in UH staff time, savings in ongoing hardware acquisition/maintenance costs, etc.)

Statement:

- e. A description of any future upgrade costs, including upgrades to hardware, software, and related professional services costs (such as training, configuration, and other anticipated services costs related to upgrades in the future)

Statement:

- f. A description of the estimated travel costs, including the number of trips, average duration of trips and number of staff included per trip, average cost per trip, and whether seasonality in pricing has been considered in the travel estimate.

Statement:

- g. A description of available options for time clock hardware, including associated pricing.

Statement:

- h. A description of available options for cash register/drawer hardware, including associated pricing.

Statement:

- i. Other topics or statements related to the price proposal that the Bidder feels will help UH better understand the pricing structure or key differentiators for the proposed products and services.

Statement:

8.1 Pricing model

		Annual Cost
License Fee:		
Perpetual	\$	
Subscription	\$	
User Base Pricing:		
Named Users:	\$	
Concurrent Users	\$	
Cloud-Base Pricing:		
Pay-as-You-Go:	\$	
Resource-Based	\$	

Module-Based Pricing:		
Core Modules (Finance, HR, Inventory, etc.)		
Finance	\$	
Human Resources	\$	
Supply Chain	\$	
Inventory Management	\$	
Add additional modules if needed		
Annual Maintenance and Support Fee:	\$	
Optional:		
Customization Fee:	\$	
Implementation Fee:	\$	
Training Fee:	\$	
Other Fee:*	\$	
(provide details)		

8.2 All-Inclusive Hourly Rate Price Schedule

Provide hourly rate to be used for any services and/or additional work outside of the Scope of Work requirements in section 3.0, as per Section 5.8.3.

Resource Type	Role / Description	Unit (Hourly) Rate

*If you require additional lines, please use the format above.

Bidder's Name:

Contact Person Name and Title:

E-mail Address:

Signature:

Date Signed:

9 **REQUIRED FORMS**

9.1 The following forms shall be submitted with bidder's proposal:

- Completed- **SIGNED** - RFP Cover Sheet
- Section 3.0 Scope of Work with ____ Yes or ____ No checked and accompanying explanation for any areas checked "No" (Section 7).
- Ownership Disclosure Form – Attached
- Technical Response to Section 5.6, 5.7 and 7. PDF copy of Supplier Questionnaire must be submitted with your original copy and an excel file format with your digital copy.
- Section 8 must be signed.

9.2 The following forms are required before Contract award and may be submitted with bidder's proposal:

- Certificate of Employee Information Report:
http://www.uhnj.org/purchweb/documents/Compliete-AA_%20Supplement.pdf
- Executed Business Associate Agreement-
https://www.uhnj.org/purchweb/documents/HIPPA_BAA.pdf
- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form:
https://www.nj.gov/humanservices/dfd/info/standard/njiccp/iran_invests.pdf
- Business Registration Certificate (BRC)- The bidder **must** be registered prior to award of the contract: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- W-9 Form <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

APPENDIX A – UH FACTS

1.1A: Existing ERP System – Ellucian Banner

Ellucian Banner ERP supports Financial and HR/Payroll operations for its approximately 3851 employees. This system was originally purchased and implemented by UH in 1990s. We are currently running on version 9.0 Below is a list of the functional components of the current software.

- General Ledger
- Budget
- Accounts Payable and Receivable
- Purchasing & Inventory
- Fixed Assets
- Payroll
- Employee Timecard Processing (PTO, etc.)
- Cash Receipts
- Payment Card Processing
- Employee Portal
- Custom Data Reporting Custom
- Document Imaging (via Image Now/ ECM)

1.2A: Current Integrations

Ellucian Banner system integrates with the following systems:

- UH utilizes HealthStream Learning Management System (LMS)
- UH utilizes ANSOS for the Nurse/ Clinician scheduling
- UH utilizes Infor Workforce Management (Time tracking)
- Chrome River (Employee Expenses)
- Bank Of America (BOA) - UH primary bank
- iCIMS – applicant tracking system.
- NJ BenefitSolver – State of NJ Benefits System
- Experian – utilized by Finance for credit approval (Not active)
- Jaggaer Marketplace- Procurement 3rd party vendor for all Supply Chain Management transactions
- Imagenow – document image management
- Ellucian Workflow – HR Requisitioning system
- Ellucian Workflow – AP Alternate Procurement

UH Custom applications

- Luminis Portal – UH Intranet
- Eprint / Reporting repository
- Payroll Union CIR
- Eprint - Payroll Union CWA
- Eprint - Payroll Union M3TECH
- Eprint - Payroll Union Boston Mutual
- Eprint - Payroll Union OPENG
- Eprint - Payroll Union Teamsters
- Horizon/Hello - Benefits vendor for HR (Horizon Blue)
- UH Everbridge – Emergency Management application (Alerts, etc.)

Integrations with Home grown /Custom applications:

- UH Lenel ID – ID Management application and access control (Door access, ID badges, etc.)
- UH Active Directory – Active Directory
- UH ID Check – assigning vendor, and non-employees access to data.
- UH Guest Account Application – allowing access to interna UH applications
- UH Password Reset Application
- UH Asim Datamart
- UH CRL Datamart

1.3A Key Metrics

Total number of employees on payroll – 3,500

Total number of non-employees, contingent workers and volunteers – 1,750

Payroll checks issued annually. 120k

Total number of Bank accounts: 1 - BOA

Total number of Procurement Vendors -3,817

Total documents processed annually:

- Purchase Orders – 24,431
- Inventory issues and receipts – 84,900
- Requisitions – 89,089
- AP checks processed annually - 69,163
- Invoices - 23,080
- Total number of financial transactions processed annually – 111,784
- Total number of Journal entries processed annually – 1,237
- Month end close timing (x number of days to close) – 10
- Total new hires – 869
- Total Terminations - 737

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 UH, Purchasing Department in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

FEIN # _____

University Hospital Supplier Diversity and Vendor Development Program

It is the policy of University Hospital to encourage and afford contracting opportunities for diverse and local suppliers while ensuring that it receives the highest quality products and services at the most economical cost. The UH Supplier Diversity Program is founded on the principles of fair and equitable business practices and social responsibility to the communities we serve. We are committed to be a valuable, contributing member of those communities. Supplier diversity is an important part of that commitment.

A wide range of suppliers is needed to support University Hospital's clinical and business operations. Through our Supplier Diversity Program, we are dedicated to diversifying our supplier base to include minority-owned, women-owned, veteran-owned, LGBT-Owned, small, and local businesses wherever possible. We actively seek to include diverse suppliers in bidding opportunities wherever possible.

A Diverse Supplier is a University Hospital supplier certified as one of the following:

- **Minority Business Enterprise (MBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned by African Americans, Hispanic Americans, Native Americans, Asian Indian Americans or Asian Pacific Americans. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: National Minority Supplier Development Council (NMSDC); National Minority Business Council (NMBC); NY/NJ Minority Supplier Development Council; US Pan Asian Chamber of Commerce (USPAACC).
- **Woman Business Enterprise (WBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a woman or women of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the Women's Business Enterprise National Council (WBENC).
- **Veteran Business Enterprise (VBE)** – An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by one or more individuals who have performed active service in one of the United States armed services and have been honorably discharged. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: US Department of Veteran Affairs (VA); National Veteran Business Development Council (NVBDC).
- **LGBT Business Enterprise (LGBTE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a gay, lesbian, bisexual or transsexual individual of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the National LGBT Chamber of Commerce (NGLCC)
- **Small Business Enterprise (SBE)** - A small business (as defined pursuant to Section 3 of the Small Business Act) presently located in the United States or its trust territories. The Small Business Act states that a small business concern is "one that is independently owned and operated, and which is not dominant in its field of operation." The law also states that in determining what constitutes a small business, the definition will vary from industry to industry to reflect industry differences accurately. Verification is provided by The Small Business Administration, and New Jersey Department of Treasury, Division of Revenue, which maintains the NJSAVI Database.

- **Local Business Enterprise (LBE)** - An enterprise with its headquarters or significant business operations physically located in Newark, NJ or University Hospital's Primary Service Area, which includes, in addition to Newark, Belleville, Bloomfield, East Orange, Elizabeth, Harrison, Hillside, Kearny, North Arlington, Nutley, Orange, Union and West Orange, NJ.

University Hospital has established a goal of awarding 15% of all contracts to diverse and local suppliers. To that end, UH will:

- Actively seek out and solicit the participation of diverse and local suppliers in all procurement activities where feasible.
- Prequalify and register diverse and local suppliers through the UH Supplier Diversity Portal.
- Provide vendor education and training opportunities to help diverse and local suppliers better understand how to meet the hospital's business needs.
- Seek to remove barriers to diverse and local suppliers, and appropriately weigh diversity in evaluating bidder proposals.
- Challenge our suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

Diversity Sub-Contractor Utilization Plan
(Submitted with Bidder's Proposal, if applicable)

Prime Vendor	Project Name
Date	Contract Number
Project Coordinator	
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. 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 #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: _____ Phone #: _____
 Print Name

Print Title

Signature

Return to: UH Executive Director of Supply Chain
 65 Bergen Street, 12th Floor
 Newark, New Jersey 07103

(Submitted Quarterly During the Term of Awarded Contract, if applicable)

Prime Vendor	Project Name
Date	Reporting Period: Year _____ Quarter _____
Project Coordinator	Contract Number
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. 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 #	
Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: _____ Phone #: _____
Print Name

Print Title

Signature

Return to: UH Executive Director of Supply Chain
65 Bergen Street, 12th Floor
Newark, New Jersey 07103

EXHIBIT A
UNIVERSITY HOSPITAL
STANDARD TERMS AND CONDITIONS

Section A: Terms and Conditions Governing All Contracts

1. REFERENCE TO LAWS

1.1. Compliance – Laws

The Contractor must comply with all local, state, and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.2. Compliance – State Laws

It is agreed and understood that any orders placed shall be governed and construed and the rights and obligations of the parties shall be determined in accordance with the laws of the State of New Jersey.

This contract is subject to the New Jersey Contractual Liability Act N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act N.J.S.A. 59: 1-1, et seq.

1.3. Compliance – Codes

The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

1.4. Compliance Obligations

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b (b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Contractor has received a copy of UH's Code of Conduct and UH's Stark Law and Anti-Kickback Statute Policies and Procedures. UH's Code of Conduct is available at <http://www.uhnj.org/compliance>.

1.5. Anti-Discrimination

The Contractor or Subcontractor agrees to comply with the laws and regulations pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. S200e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. S621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. S12101 et seq., and all other laws guaranteeing equal employment.

1.6. The Worker and Community Right to Know Act

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances is applicable to this contract. Therefore, all goods offered for purchase to UH must be labeled by the Contractor in compliance with the provisions of the Act.

1.7. Notice to All State Vendors of Set-Off for State Tax

Please be advised that pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction project to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32 et seq.) to the taxpayer shall be stayed.

1.8. Corporate Authority

All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

1.9. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of UH through the Department of Purchasing Services, except those contracts which are not within the contemplation of the Act.

The contractor guarantees that neither it nor any subcontractors it might employ to perform work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.

1.10. Ownership Disclosure

All contractors are required to submit an Ownership Disclosure Form. Refer to N.J.S.A. 52:25-24.2.

2. PRECEDENCE OF STANDARD TERMS AND CONDITIONS

All of UH's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the solicitation document, whether stated in part, in summary, or by reference. In the event the contractor's terms and conditions conflict with UH's terms and conditions will prevail, unless the contractor is notified in writing of UH's acceptance of the contractor's terms and conditions.

3. INDEPENDENT STATUS OF CONTRACTOR

If awarded a contract or purchase agreement, the Contractor's status shall be that of an independent principal and not as an employee of UH.

3.1. Subcontracting or Assignment

The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Executive Director of Supply Chain Management. Such consent, if granted, shall not relieve the Contractor of any of its responsibility under the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and UH's.

3.2. Mergers and Acquisitions

If the Contractor shall merge with, or be acquired by, another firm, the following documents must be submitted to the Executive Director of Supply Chain Management:

- (a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; and,
- (b) Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to the provisions of these Standard Terms and Conditions.

If the Contractor's partnership or corporation shall dissolve, the Executive Director of Supply Chain Management must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Executive Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment will be made until all parties to the dissolved partnership or corporation submit the required documents to the Executive Director.

4. LIABILITIES

4.1. Liability – Copyright

The Contractor shall hold and save UH's, its officers, agents, servants and employees, harmless from liability of any nature or kind for, or on account of, the use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4.2. Indemnification

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless UH's and its directors, officers, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body of property of any person or persons whatsoever including UH's, its directors, officers, employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under this contract and all fines, penalties and loss incurred, for or by the reason of the violation of any city or borough ordinance, regulation or laws of the State of New Jersey, or the United States, while said work is in progress. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. This agreement shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and all other laws applicable to the parties involved.

4.3. Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and UH, its directors, officer and employees from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation. In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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;

Errors and Omissions Liability insurance - with limits of \$1million/\$1million; UH to be named as additional insured ATIMA with respect to services provided by contractor pursuant to the proposal or contract.

Additional Insured - UH's 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;

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.

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

Liability Insurance MUST remain in effect for the duration of the Contract, including any extensions, and for ninety (90) days following termination of all work.

No contract will be issued to the successful bidder until such time as the Contractor has supplied UH's with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until UH's is in receipt of said certificate.

5. MISCELLANEOUS TERMS

5.1. Termination of Contract

5.1.1. Change of Circumstances

UH's may terminate the contract at any time, in whole or in part, for the convenience of UH's, upon no less than thirty (30) days written notice to the contractor.

In the event of such termination, the Contractor shall furnish to UH's, free of charge, such reports as may be required.

5.1.2. For Cause

Where a Contractor fails to perform or comply with a contract, the Executive Director of Supply Chain Management may terminate the contract upon ten (10) days' notice to the Contractor with an opportunity to respond.

In cases of emergency the Executive Director of Supply Chain Management may shorten the time periods of notification and may dispense with an opportunity to respond.

In the event of termination under this section, the Contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.2. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment covered by this contract and agrees to deliver same free from any claim, liens, or charges, and agrees further that neither he nor any other person, firm or corporation shall have any right to lien upon said materials, supplies and equipment.

5.3. Title and Risk of Loss

Unless this contract specifically provides for earlier passage of title and/or risk of loss, title to supplies covered by this contract shall pass to UH's upon formal acceptance, regardless of when or where UH's takes physical possession.

The risk of loss or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cured or until accepted by UH.

5.4. Increased or Decreased Quantity

UH may increase or decrease the quantity of supplies called for herein at the unit price specified in the Contractor's response proposal.

5.5. Tax Exempt Status

UH's is tax exempt. New Jersey statute N.J.S.A. 54:32b-1, et. seq., exempts the material under the contract from New Jersey State Sales or Use Taxes.

5.6. Payment Terms

UH's will issue payment for goods and services within forty-five (45) days of the receipt and acceptance of goods and services by the using department, whichever is later. Vendors shall not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from UH's for the goods and services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by UH's.

Vendors may propose a discount for payments made before the 45 day period. UH's may exercise the discretion to take advantage of such early payment terms.

5.6.1. Availability of Funds

UH's obligation to pay the Contractor is contingent upon the availability of appropriate funds from which payment for contract purposes can be made. No legal liability in the part of UH's for payment of any money shall arise unless funds are made available each fiscal year to UH's by the State Legislature.

5.7. Discounts

In connection with any discount offered, time will be computed from date of delivery and acceptance at UH destination.

5.8. Performance Security

If performance security is required, the Contractor shall furnish performance security in such amount on any award of a term contract line item purchase, see N.J.A.C. 17:12-2.5. The security shall be irrevocable; binding the Contractor to provide faithful performance of the contract, and shall be in the amount listed in the solicitation document, payable to the Chief Financial Officer, UH. Acceptable forms of performance security are as follows:

(a) A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey; or, (b) a certified or cashier's check drawn to the order of UH; or, (c) an irrevocable letter of credit drawn naming UH as beneficiary, issued by a federally-insured financial institution.

The performance security must be submitted to UH within thirty (30) days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of the contract for cause, pursuant to the provisions of these standard terms and conditions, as well as non-payment for work performed.

5.9. Performance Guarantee of Contractor

The Contractor hereby certifies that:

5.9.1. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

5.9.2. All equipment supplied to UH and operated by electrical current is UL listed where applicable.

- 5.9.3. All new machines are to be guaranteed as fully operational for the period stated in the solicitation document from time of written acceptance by UH. The Contractor will render prompt service without charge, regardless of geographic location.
- 5.9.4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- 5.9.5. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a forty-eight (48) hour period or within the time accepted as industry practice.
- 5.9.6. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- 5.9.7. All services rendered to UH shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by UH is rendered.

5.10. Delivery Guarantees

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the solicitation document.

The Contractor shall be responsible for the delivery of material in first class condition to UH under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the solicitation document.

Mere acceptance of delivery shall not constitute acceptance on behalf of UH.

In the event delivery goods or services is not made within the number of days stipulated or under the schedule defined in the solicitation document, UH reserves the right to obtain the material or service from any available source, with the difference in price, if any, to be paid by the Contractor for its failure to meet its contractual commitments.

5.11. Maintenance of Records

The Contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment. Such records shall be made available to UH upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

5.12. Auditing

UH reserves the right to audit, or cause to be audited, the Contractor's books and accounts pertaining to UH at any time during the term of the contract and for five (5) years thereafter.

5.13. Contractor Reporting

UH may request the Contractor to report, from time to time, on the number and nature of purchasing transactions being handled under this contract. This information may include, but is not limited to, the number of items purchased, the dollar value of items purchased, etc.

5.14. Computation of Time

Time, if stated as a number of days, will include weekends and holidays.

5.15. Warranty of Supplies

5.15.1. Notwithstanding inspection and acceptance by UH of supplies under the contract or any provision of this contract concerning the conclusiveness of any provision of this contract that at time of delivery:

- (a) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and,
- (b) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this contract.

5.15.2. Upon written notice of any breach of warranty, UH may either:

- (a) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or
- (b) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

5.15.3. If the contract provides for inspection of supplies by sampling procedures, UH may, at its option, determine the quantity of supplies or parts thereof which are subject to this paragraph in accordance with such sampling procedures.

5.15.4. When return, correction or replacement is required, UH shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor.

5.15.5. If the Contractor fails or refuses to correct or replace the non-conforming supplies within a period of ten (10 days) (or such longer period as UH may authorize in writing) after receipt of notice from UH specifying such failure or refusal, UH may, by contract or otherwise, correct or replace them with similar supplies and charge the Contractor for the cost.. In addition, if the Contractor fails to furnish timely disposition instructions, UH may dispose of the non-conforming supplies for the Contractor's account in a reasonable manner, in which case UH is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of the care and disposition of the non-conforming supplies, as well as for excess costs incurred or to be incurred.

5.15.6. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the extent as supplies initially delivered.

5.15.7. The word "supplies" as used herein includes related services.

5.15.8. The rights and remedies of UH provided in this clause are in addition to and do not limit any rights afforded to UH by any other clause of the contract or by law.

5.15.9. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

5.16. Material and Workmanship

Unless otherwise specifically provided in this contract, all equipment, material, and articles covered by this contract are to be new and of the most suitable grade for the purpose intended. The Contractor shall number all other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by this contract or when called for by UH, the Contractor shall furnish for approval by UH full information concerning the material or articles (including, but not limited to, items such as Material Safety Data (MSD) sheets), which the Contractor contemplates incorporating in the work. No materials will be accepted unless MSD's have been provided and the containers are labeled according to OSHA 29CFR 1910, 1200 and the New Jersey Right to Know Law. When so directed, samples shall be submitted for approval, and this shall be done at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

5.17. Inspections and Tests

All supplies shall be subject to inspection and test by UH.

5.18. Price Fluctuation During Contract

Unless otherwise approved in writing by UH, all prices quoted shall be firm through issuance of a contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or Contractor's price decreases during the contract period, UH shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Executive Director of Supply Chain Management must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to the provisions of these Standard Terms and Conditions.

5.19. Delivery Costs

All shipments must be made "F.O.B. Destination." Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to UH.

"F.O.B. Destination" does not cover "spotting, but does include delivery on the receiving platform at any destination within UH, unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered. The weights and measures of UH shall govern.

5.20. Non-Exclusivity

The contract is non-exclusive and UH may retain other vendors to provide the same or similar products or services.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST

No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fees commission, compensation, gift, gratuity, or other thing of value of any kind to any UH director, officer or employee as defined by N.J.S.A. 52:13D-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such UH director, officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such director, officer or employee has an interest within the meaning of N.J.S.A. 52:130-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any UH director, officer or employee from any bidder or contractor shall be reported in writing forthwith by the bidder or contractor to the Attorney General and the New Jersey Executive Commission on Ethical Standards.

No bidder or contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such bidder or contractor to, any UH director, officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to UH or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of UH director, officer or employee or upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No bidder or contractor shall influence, or attempt to influence or cause to be influenced, any UH director, officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said director, officer or employee.

No bidder or contractor shall cause or influence, or attempt to cause or influence, any UH director, officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the bidder or contractor or any other person, bidder, contractor or corporation.

The provisions cited above shall not be construed to prohibit a UH director, officer or employee from receiving gifts from or contracting with bidder or contractor under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines promulgated by the New Jersey Executive Commission on Ethical Standards. UH reserves the right to take any or all of the following actions upon bidder's or contractor's violation of any of the foregoing provisions:

- (a) Immediate termination of this or any contract between UH, the bidder or contractor;
- (b) Disqualification of bidder or contractor from any future contracts, bids or requests for bid; and,
- (c) Any other action, at law or in equity.

SECTION B. TERMS AND CONDITIONS GOVERNING BIDS AND PROPOSALS

1.0 APPLICABILITY OF STANDARD TERMS AND CONDITIONS

Unless the bidder is specifically instructed otherwise in the solicitation document (i.e., Request for Proposal (RFP), or Invitation for Bids (IFB), or request for Quotation (RFQ)), the following terms and conditions will apply to all contracts or purchase agreements made with UH. These terms are in addition to the terms and conditions set forth in the solicitation document and should be read in conjunction with same unless the solicitation document specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any UH's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification, or exception in UH's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

2.1 Corporate Authority

All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

If a bidder receiving a notice of intent to award is the proposed contract awardee and such bidder is a corporation incorporated in a state other than New Jersey, such bidder must provide either a copy of its Certificate of Authority to do business in New Jersey, issued by the New Jersey Department of the Treasury, Division of Revenue, or evidence of its application to the Division of Revenue for such Certificate of Authority, within seven (7) days of the notice of intent to award.

If a bidder awarded a contract or purchase agreement is an individual not residing in this state or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the State Treasurer as its true and lawful attorney to receive process in any civil actions which may arise out of the performance of this contract or agreement. This appointment of the State Treasurer shall be irrevocable and binding upon the bidder, its heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this process, the Treasurer shall forward same to the bidder at the address designated herein.

3.0 PROPOSALS TERMS

3.1 Contract Amount

The estimated amount of the contract(s), when stated in the solicitation document, shall not be construed as either the maximum or minimum amount which UH shall be obliged to order as the result of this solicitation document or any contract entered into as a result of this solicitation document.

3.2 Executive Director's Right of Final Bid Acceptance

The contract shall be awarded to that responsible bidder whose bid, conforming to the solicitation document, will be most advantageous to UH, price and other factors considered. Awards will not be based on any discounts offered by the bidder. The Executive Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of UH to do so.

3.3 Causes for Automatic Rejection of Bids

Bids may be automatically rejected for the following reasons:

3.3.1 No signature on at least one copy of the bid;

3.3.2 Bid not received on or before the scheduled time, date specified, and place designated on the bid request form (or as amended during the procurement process via addendum);

3.3.3 Failure to attend a mandatory pre-bid conference and/or mandatory site inspection;

3.3.4 Failure to initial a price alteration. If a unit price in the bid has been altered, the bidder's initials must appear adjacent to the alteration. Examples of alterations include, but are not limited to, cross-outs and erasures, with re-entered prices. If the alteration has not been so initialed, that particular item only in the bid will be automatically rejected, except as follows: If the extended price is correct and does not contain alterations, it shall be considered the bid price. If the extended total price does not contain alterations and the altered unit price is not initialed, the extended total price is considered as the bid price. In the event of an automatic rejection of a price (or prices), when the bid contains multiple items, the remainder of the bid will be evaluated;

3.3.5 If information essential to a bid evaluation, including, but not limited to, price, terms, and product description is submitted in pencil;

3.4 UH's Right to Inspect Bidder's Facilities

University Hospital reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

3.5 University Hospital's Right to Request Further Information

The Executive Director of Supply Chain Management reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial ability.

Further, the Executive Director of Supply Chain Management reserves the right to request a bidder to explain in detail how the bid price was determined. Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) requires that providers include in contracts for services a provision allowing the Federal Government to have access to all documents and records that are needed to verify the Contractor's cost, if the value of the contract over 12 months is at least \$10,000.

3.6 Brand Name Specification

When a specification requires a particular manufacturer or brand, it indicates the quality and characteristics of the item being specified. Failure on the part of the bidder to confirm its provision of the manufacturer and/or brand specified shall be construed by UH to mean that the bidder will furnish the brand as specified. In instances where manufacturer or brand are specified, the bidder may offer the brand specified, or may offer an "equal" item, provided that the item is similar to the specified brand in all essential characteristics in terms of quality and functionality.

3.7 Samples

UH reserves the right to require the bidder/Contractor to submit samples for approval. UH shall be the sole judge as to whether said materials meet its requirements. All literature and/or samples submitted in connection with this bid shall become the property of UH.

When "Samples Required" is indicated in a solicitation document, it shall be understood that all bidders shall furnish and deliver samples for each item where specified.

Sample(s) shall be delivered to UH at the time of bid submission.

Sample(s) delivered shall be tagged indicating the name of the bidder; UH bid number, bid item number and complete description of item.

Failure to submit samples required may disqualify a bid.

3.8 Corrections

Erasures or other changes in bids must be explained or otherwise noted over signature of bidder.

3.9 Bid Security

3.9.1 Bid Security

If bid security is required, such security must be submitted with the bid in the amount listed in the solicitation document, see N.J.A.C. 17:12-2.4.

Acceptable forms of bid security are as follows:

- (a) A properly executed individual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey; or,
- (b) A certified or cashier's check drawn to the order of UH; or,
- (c) An irrevocable letter of credit drawn naming UH as beneficiary issued by a federally-insured financial institution.

UH will hold all bid security during the evaluation process. As soon as is practicable after completion of the evaluation, UH will:

- (a) Issue an award notice for those offers accepted by UH; and,
- (b) Return all bond securities to those who have not been issued an award notice.

All bid security from Contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the Contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the Contractor may be found in default and the contract terminated by UH. In case of default, UH reserves all rights, inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

3.10 Complaints

Where a bidder has a history of performance problems as demonstrated by formal complaints or contract cancellations for cause, a bidder may be bypassed for this award. See N.J.A.C. 17:12 –2.8.

3.11 Subcontractor of Assignment

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and UH.

4.0 TERMS RELATING TO PRICE QUOTATION

4.1 Delivery Costs

Unless otherwise noted in the solicitation document, all prices for items in bid proposals are to be submitted “F.O.B. Destination.” Proposals submitted other than “F.O.B. Destination” may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to UH.

“F.O.B. Destination” does not cover “spotting,” but does include delivery on the receiving platform at any destination within UH, unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor’s convenience when a single shipment is ordered. The weights and measures of UH shall govern.

4.2 C.O.D. Terms

C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid

Acknowledged and agreed to by:

Name of Firm: _____

By: _____

Name and Title: _____

Date: _____

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 the following documents with your bid/proposal response.

Your organization's current State of New Jersey "Certificate of Employee Information Report Approval," with the applicable current Form AA/302 Affirmative Action Employee Information Report, or

Your organization's current New Jersey Form AA/302 Affirmative Action Employee Information Report, with proof your request has been sent to the State for the certificate.

The successful bidder will be required to provide the above information annually.

Sincerely,

Purchasing Services