Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE: IMPLANTABLE DEVICES, ANCILLARY/SUPPLEMENTAL SUPPLIES AND/OR PARTS AND IMPLANT TOOLS/INSTRUMENTS

RFP NUMBER: UH-P19-008 – Segment(s) __________________________

DATE ISSUED: February 19, 2019

DUE DATE: Segment A – March 27, 2019
Segments B & D – April 3, 2019
Segment C – April 10, 2019
Segment E – April 17, 2019
Segments F & G – April 24, 2019

TIME: 2:00 P.M.

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.
A) First, always remain aware of the concept that this is a public sector bid, not private sector. The underlying premise of all public procurements is to keep a “level playing field” for all bidders so that competition will be fair among all that participate. This sometimes means that rules and requirements might seem arbitrary or even meaningless to a bidder experienced in the private sector. Those reactions, however valid, are not relevant to those evaluating the proposal submissions. There are parameters that must not be breached and the evaluators and Purchasing Services will be obligated to stay within them. Simply put, there are certain requirements that must be met for an award to be issued. Some examples:

1) The bid proposal must be signed
2) The bid proposal must have been submitted to Purchasing Services by the prescribed opening time and date.
3) Submit all required documents – see Sections 1.0, 3.0, 5.0, 8.0, and 9.0.
4) Any changes in pricing written within the bid, (white outs, etc. must be initialed) by the bidder.
5) Outside of procedural questions (e.g. directions to Newark) all questions must be done by the protocol established within the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to another bidder.
6) UH payment terms are 45-days. If a proposal takes exception to that aspect of the RFP, most often the proposal will be determined to be non-responsive. UH will accept shorter payment terms with additional discounts – e.g. 2%/15 days.
7) Insurance requirements – make any objections known immediately, before bid opening.
8) Bid submission - A submitted bid must be in a sealed package.
9) Identification of the Bid package - The package sent in must be labeled as stated in the RFP to prevent potential loss or accidental opening.
10) Bidder responsibility - Purchasing Services is not responsible for any bids that arrive late because of courier service errors. Send the bid for an arrival a day or two earlier than mandated and then track it! A late bid will be disqualified.

B) Forms – Problems with forms are a primary cause of bid rejection. The premise regarding them is relatively simple: if you have them completed, make sure that they are submitted with the proposal, if you don’t have them, get them, complete them, and then submit them with the proposal. Section 9.0 of the RFP describes all of what is required but some problem areas are:
1) The New Jersey State Business Registration – it 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.** Registration often takes some time. If you are not registered, start the process immediately!

2) Ownership Disclosure Form – The bidder must complete the Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will result in the bid being “non-responsive” and rejected.

3) The Affirmative Action (AA) Certificate – Up until three years ago, the AA 302 form which provided racial and ethnic hiring and working statistics was the only AA document that was required to be submitted with a bid proposal. Currently AA requires, along with the AA 302 Form, certification of its submission to the state. That certification requires a $150.00 to be sent to the state. Without certification you won’t necessarily be disqualified but you will not be eligible for award until UH receives evidence that the certification has been granted by the state. Links to obtain certification are in Section 9.0 of the RFP.

4) Two-Year Chapter 51 Forms – These forms establish whether the bidder’s firm or its principal ownership have made any political contributions. If these forms are not submitted your firm will unequivocally **NOT** be able to have a contract with a state entity in NJ.

5) Business Associates Agreement - Any deviation from UH Business Associates Agreement **may** be accepted but because of the process and legal review, any potential award will be delayed significantly.

6) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit with its proposal 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.

C) **Exceptions** – Exceptions to the specifications contained within the RFP are the most serious form of non-compliance/non-responsiveness. Evaluators will look at all exceptions to see if any may be determined to be non-material deviations which would give no advantage to the bidder. Usually exceptions give advantage to the bidder over its competitors and 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
1.0 INFORMATION FOR BIDDERS

1.1. Purpose and Intent of the Procurement

1.1.1. Purpose

This Request for Proposal (RFP) is being issued by the University Hospital (UH) Department of Purchasing Services on behalf of the University Hospital Perioperative Services Department, to be accessed primarily by all the surgical departments in the University Hospital, and by other interested procedural areas related to surgical departments throughout the University Hospital. This RFP will replace the current UH-P14-011 and UH-P14-011A Supplemental Implantable Devices contract which will expire on March 31, 2018. The purpose of this RFP is to enter into contracts to furnish various surgical procedural implants, Implantable Devices, ancillary/supplemental supplies and/or parts, and implant tools/ instruments to the Department of Perioperative Services and other participating departments throughout the University Hospital.

1.1.2. Intent

It is UH’s intent to make awards to multiple Contractors within each category to ensure that UH physicians have access to a wide selection of Implantable Devices that might be needed for surgeries performed at UH. The Perioperative Services Department and/or surgical personnel shall have the sole discretion to determine the type of Implantable Device and the contractor to supply the device for each surgical procedure.

Background

In 1979, the Newark Martland Hospital closed and a new building called College Hospital, opened as the flagship teaching hospital of the College of Medicine and Dentistry of New Jersey. In 1981, the hospital was renamed University Hospital when university status was granted to the college.

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 policy-makers interested in advancing scientific discoveries and healthcare delivery. It is New Jersey's leading public hospital, 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 the web page at: http://www.uhnj.org/index.

Perioperative Services at UH include inpatient and outpatient Operating Suites, Pre-Admission Testing, Endoscopy and Special Procedures Units, and a Same Day Surgery Unit. UH performs annually about 13,000 surgical procedures in the main OR and DOC and about 4800 endoscopy procedures annually. However, no level of future procedures is guaranteed by this RFP.

Attachment A provides approximate annual UH Implant spend by Segment/Category. Although the total spend is accurate, the breakdown by category is approximate, due to the nature of the Implant products, many of which may be used in multiple Segments/Categories, and limitations of the spend data available from the UH procurement system. The Orthopaedic Implants category, for example, includes significant spend that might be properly classified as Spinal or Craniomaxillofacial. Similarly, there is significant overlap between the Vascular, Cardiovascular, Peripheral Vascular and Endovascular categories. Nevertheless, this data is provided to Bidders as the best available approximation of current UH spend. No level of future spend is guaranteed by this RFP.

1.2.1 Product Qualification

Contracts shall be awarded only to bidders which offer: A) Implantable Devices currently purchased by UH, and; B) Implantable Devices which UH anticipates might be needed during the term of the contract. Additional contracts are expected to be awarded to bidders who request inclusion and are determined, after consultation with appropriate surgical personnel, to manufacture or distribute products anticipated to be needed by University Hospital. Such determinations shall be made at the sole discretion of the University Hospital after consultation with the UH Value Analysis Committee and appropriate surgical personnel. Contracts shall only be awarded after a full evaluation has been completed.

This contract shall also be used for the purchase of Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments offered by a manufacturer or distributor that may enhance or assist the implementation or use of an Implantable Device. Such devices, supplies, parts or tools may be purchased only after a determination has been made by the University Hospital that the procurement of such Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments is required by UH physicians. The award of a contract does not guarantee the purchase of products.

Contractors must use the following definitions to distinguish between the different devices, supplies, parts, tools and instruments eligible for purchase under the terms and conditions of this RFP. Only Implantable Devices which fit within these categories will be considered for contract award.
**Implantable Device** – Medical product implanted into a patient’s body to support or replace a body part and/or act as a missing biological structure. Certain Diagnostic/Interventional Devices and or Parts, as defined below, shall be considered Implantable Devices for the purposes of this RFP.

**Ancillary/Supplemental Supplies and/or Parts** – Products used to compliment, assist and/or set the primary medical device implanted into a patient’s body.

**Implant Tool/Instrument** – A product used to perform or facilitate the placement of an implanted medical device.

**Construct Device** - Medical device implanted or externally fixated into or onto a patient’s body, which consists of various individual parts from the same or different vendors.

**Allograft** – A tissue obtained from a donor genetically different from, though of the same species, as the recipient.

**Biologic** – A medical product intended to treat diseases and medical conditions such as human cells and tissues used for transplantation (for example, tendons, ligaments and bone).

**Stent** – Small tube inserted into a natural passage/conduit in the body to prevent or counteract a disease-induced, localized flow constriction.

**Diagnostic/Interventional Devices and or Parts** – Medical products, including the following devices and or parts, which are included in the definition of implants for the purposes of this RFP (in the Cardiovascular, Cardiothoracic, Vascular, and Peripheral Vascular Segments).

1) **Coronary: Diagnostic**
   a) Catheters
   b) Control syringe/manifold
   c) Intravascular Ultrasound catheters
   d) Intracardiac Ultrasound catheters (already own the ultrasound machine)
   e) Coronary Flow Reserve Wire

2) **Coronary: Interventional**
   a) Guides
   b) Wires
   c) Balloons
      i) Compliant
         (1) Over the Wire
         (2) On the Wire
      ii) Non-Compliant
(1) Over the Wire
(2) On the Wire
d) Stents
   i) Bare Metal
   ii) Drug Coated
e) Thrombectomy Devices
f) Atherectomy Devices
g) Infusion Catheters
h) Rotational Atherectomy

3) Peripheral Vascular: Diagnostic
   a) Catheters
   b) Intravascular Ultrasound catheters

4) Peripheral Vascular: Interventional
   a) Wires
   b) Balloons
      i) Compliant
      ii) Non-Compliant
c) Stents
   i) Bare Metal
   ii) Drug Coated
d) Thrombectomy Devices
e) Atherectomy Devices

5) Intra-aortic Balloon Pump Catheters

6) Swan Ganz Catheters

7) Vascular Snares

8) Distal protection catheters

9) Biopsy catheters

10) Temporary pacing catheters

11) Arterial Closure Devices
12) Arterial Compression Devices

13) Lead Extraction System

14) Transseptal Puncture Needle

15) Ablation Catheters

16) Implantable Loop Recorders

17) Vena Cava Filters

18) Embolic Coils

19) Glue

20) LVADs
   a) Partial Circulatory Support
   b) Full Circulatory Support
      i) Paracorporeal
      ii) Intracorporeal
Diagnostic/Interventional Ancillary/Supplemental Supplies and/or Parts – A product used to complement, assist and/or set the primary medical device implanted into a patient’s body. Ancillary Supplies to cover the following products.

1) Ancillary Devices
   a) Inflators
   b) Pressure Tubing
   c) Transducers
   d) Preparatory Cath Packs
   e) Preparatory EP Packs
   f) Preparatory Pacemaker./Device Implant Packs
   g) Sheaths
      i) Vascular Access Sheaths
      ii) Biopsy Sheaths
      iii) EP Support Sheaths
      iv) EP Guiding Sheaths

See section 5.2 for Implant Vendor Pre-Qualification. Contractors who provide a proposal are not guaranteed a contract award.

1.2.2 Contractor Method of Engagement

The following is the general method of engagement that will be used for the selection of implantable devices, ancillary/supplemental supplies and/or parts and implant tools/instruments. All selected contractors must offer Implantable Devices which fall within at least one of the categories listed in Section 2.2.

A bidder selected to be a contractor for a specific category shall be an available Implantable Devices contractor to University Hospital. UH expects to award multiple Contractors within each product category in order to make a broad range of Implantable Devices available to meet the varied needs of UH surgical staff and patients. The Perioperative Services Department, or other user department, and/or surgical personnel shall have the sole discretion to determine the type of Implantable Device and contractor for each surgical procedure. All such determinations shall be an internal decision and at the sole discretion of University Hospital and its surgical personnel. Any modifications to this procedure shall be at the sole discretion of the University Hospital.

Perioperative Value Analysis Committee & Hospital Value Analysis Committee are gateway committees for Implantable Device procurements. The committees may approve or disapprove the implant device product requests from the various surgical personnel.
1.2.3 Bidder Eligibility

There are two types of Eligible Bidders: 1) manufacturers or distributors of Implantable Devices and associated products currently or previously used under contract by UMDNJ and the University Hospital; and 2) manufacturers or distributors which offer products that fit within both the Section 2.2 definition of Implantable Devices and the Section 3.1 list of Implantable Device categories included in this contract, and which UH expects may be required by UH physicians. Manufacturers and distributors currently known to offer such products are included in the current list of Eligible Bidders in Section 5.2.

Any interested bidder that is not on the current list of Eligible Bidders may request admission to the eligibility list. These requests should be sent in writing to Edwing Canaca, Assistant Purchasing Manager at the e-mail address canacaes@uhnj.org, no later than two weeks (fourteen calendar days) before bid opening of the particular segment. Each request must include a thorough description of the products the prospective bidder intends to offer and must identify the categories in which the bidder believes they belong. All requests will be reviewed by University Hospital clinical staff using the above criteria. The eligibility opinion will be communicated to the bidders to help the bidder decide whether they wish to submit a proposal for this RFP.

The Eligible Bidder list and eligibility review process are intended, not to cull bidders, but products. UH will not contract with vendors that supply products, even if those products can be defined as “Implants”, if, after review, it is determined that UH has no current or potential use for those products. Example: products for heart transplants, as UH does not have a heart transplant unit. Nevertheless, any Bidder that wishes to submit a proposal, whether included on the Eligibility List or not, may submit a proposal.

Bidders may submit proposals for any or all of the Segments of this RFP.

The RFP is divided into a seven segments. Segment A shall be for Cardiovascular and Cardiothoracic / Thoracic Implants. Segment B shall be for Oromaxillofacial and Craniomaxillofacial Implants. Segment C shall be for Obstetrics and Gynecology, Ear Nose and Throat, Urological, Podiatry, General Surgery, Gastro Intestinal/Gastroenterology, Plastic Surgery, Ophthalmology and Allograft Implants. Segment D shall be for Spinal Implants. Segment E shall be for Orthopaedic Implants. Segment F shall be for Neurosurgical and Neurovascular Implants. Segment G shall be for Vascular, Peripheral Vascular and Endovascular Implants. At its discretion, the University Hospital may add additional segments.

1.2.4 Proposal Pricing

All bidders should submit their best and lowest prices for the Implantable Devices and Ancillary/Supplemental Supplies and/or Parts. Bidders pricing should be based on the current fair market pricing which would be offered to the bidder’s best customer. The Evaluation Committee shall thoroughly review the submitted pricing and determine which bidders shall be awarded contracts. The Perioperative Services Department or other user department, and/or surgical
personnel shall then have the sole discretion to determine the type of Implantable Device and the contractor to supply the device for each surgical procedure.

1.2.5 Spinal Implants Capitated Pricing

University Hospital has completed an analysis designed to evaluate the overall costs of Spine products purchased. UH spends a significant amount of the annual budget on Spine products. Given the current environment of declining reimbursement and incremental cost pressure, it is imperative that University Hospital collectively address the costs associated with these products.

This analysis included a functional comparison of like items, which uncovered significant pricing disparities across all Spine vendors. With support from our surgeons and C-Suite leadership, the result of this analysis have enabled us to create a capitated pricing program that will provide our surgeons with access to the quality products needed to appropriately care for our patients, while providing vendors with continued access to our hospital.

Pricing for Spinal Implant Devices must be submitted separate from other Implantable Device pricing, on RFP Attachment D.

1.2.6 Post-Contract Award Negotiations

During the term of the contract, the University Hospital reserves the right to commence further pricing negotiations with the contracted vendors. These negotiations shall include, but not be limited to, additional pricing discounts as a result of benchmark-pricing information, additional market volume share, and/or product standardization within the hospital.

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UH, DEPARTMENT OF PURCHASING SERVICES
65 BERGEN STREET, 12TH FLOOR SUITE #1218
NEWARK, NEW JERSEY 07101
ATTN: Edwing Canaca
Buyer’s Phone Number: 973-972-1255
1.3.1.1 Cut-Off Date for Questions and Inquiries

A mandatory Pre-bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the conclusion of the mandatory Pre-Bid Conference. If necessary, Purchasing Services may continue to accept written questions up through the close of business the day following the bid conference. If questions are to be accepted after the bid conference, an announcement will be made at the bid conference. While all questions will be entertained at the mandatory Pre-bid Conference, it is strongly urged that questions be submitted in writing prior to the mandatory Pre-bid Conference. Written questions must be delivered to the Department of Purchasing Services’ Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the mandatory Pre-bid Conference as possible. This request is made so that answers can be prepared prior to the mandatory Pre-bid Conference.

Questions should be submitted in the following format:

<table>
<thead>
<tr>
<th>Page #</th>
<th>Section #</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>1.1</td>
<td>What do you mean by…?</td>
</tr>
</tbody>
</table>

Short procedural inquiries such as directions to the bid drop-off location or location of parking facilities may be accepted by telephone by the buyer; however, any 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: March 7th, 2019.

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.
1.3.2 **Mandatory Pre-Bid Conference**

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

**DATE:** March 7th, 2019  
**TIME:** 10:00 AM  
**LOCATION:** Medical Science Building  
Room C600  
185 South Orange  
Newark, NJ 07103

You may also enter through the main University Hospital entrance located in:  
150 Bergen Street  
Newark, NJ 07103

A University Hospital Staff member will be available to escort the bidder’s representatives to the pre-bid conference room.

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

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

1.4 **Additional Information for Bidders**

1.4.1 **Revisions to this RFP**

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

Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP, and will be posted on the UH Bidding Opportunities web page: [http://www.uhnj.org/purchweb/vendors/vendor_current_bid.htm](http://www.uhnj.org/purchweb/vendors/vendor_current_bid.htm). UH will advertise all Addenda issued before the mandatory bid conference in the Newark Star Ledger and the Times of Trenton. Any addenda issued at the time of or after the mandatory Pre-Bid Conference will be distributed...
to those bidders represented and properly registered at the mandatory Pre-Bid Conference and posted on the UH Bidding Opportunities web page.

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 regularly and obtain all addenda to bid specifications that may be issued. 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 have be solely responsible for defending its designation and UH shall have no responsibility therefore.

1.4.7 Price Alterations

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

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, 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 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our vendor “HIPAA Compliance” status. In order to be in compliance and conduct business with your company for the procurements of goods and/or services, it will be necessary for your company to complete a Business Associate Agreement. This agreement involves the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

1.4.10 Business Registration Notice

Pursuant to N.J.S.A. 52:32-44, UH is prohibited from entering into a contract with an entity unless the bidder/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate (BRC) on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. 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
1.4.10.1 Requirements Regarding Business Registration Form

Preferably with its bid, but in any event, prior to contract award, the contractor shall provide the UH with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the UH prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the UH a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the UH a complete and accurate list of all subcontractors used and their addresses.

1.4.10.2 Penalties for Noncompliance

Pursuant to N.J.S.A. 54:49-4.1, a Contractor that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

1.4.11 Deficit Reduction Act

University Hospital is committed to the prevention and detection of any fraud, waste, and abuse within University Hospital 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 and unresponsive, 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.
2.0 DEFINITIONS

2.1 The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

“Addendum” – Written clarification or revision to this RFP issued by 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.

“CFO” – University Hospital, 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.

“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.

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

“HIPAA or HITECH Act” – Health Insurance Portability and Accountability Act of 1996, 1996 (“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.

“President” – University Hospital, President.

“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” – University Hospital, Newark, New Jersey.

2.2 Definitions specific to this RFP:

“Allograft” – A tissue obtained from a donor genetically different from, though of the same species as the recipient.

“Ancillary/Supplemental Supplies and/or Parts” – A product used to compliment, assist and/or set the primary medical device implanted into a patient’s body.

“ATIMA” – “As Their Interests May Appear”

“Biologics” – A medical product intended to treat diseases and medical conditions such as human cells and tissues used for transplantation (for example, tendons, ligaments and bone).

“Capitated Pricing” – A pricing model used by healthcare providers to standardize the cost of similar products and devices across an industry based on the level of the product. This RFP utilizes a capitated pricing model for Spinal Implants.

“Capitated Pricing Table” – A table which categorizes all products within a category by sub-category and segment, and assigns a standardized price for each segment. The Capitated Pricing Table for this RFP, included in this RFP as Tab F of Attachment D, shows the maximum amount that UH expects to pay for the most commonly used spinal Implantable Devices and Construct Devices.

“Construct Device” - Medical device implanted or externally fixated into or onto a patient’s body constructed from various individual parts from same or different vendors. Externally fixated device may or may not include a partial implant.

“Diagnostic/Interventional Devices and or Parts” – Medical products, including the following devices and or parts, which are included in the definition of implants for the purposes of this RFP (in the Cardiovascular, Cardiothoracic, Vascular, and Peripheral Vascular Segments).

1) Coronary: Diagnostic
   a) Catheters
   b) Control syringe/manifold
c) Intravascular Ultrasound catheters  
d) Intracardiac Ultrasound catheters (already own the ultrasound machine)  
e) Coronary Flow Reserve Wire

2) Coronary: Interventional  
   a) Guides  
   b) Wires  
   c) Balloons
      i) Compliant
         (1) Over the Wire  
         (2) On the Wire  
      ii) Non-Compliant
         (1) Over the Wire  
         (2) On the Wire  
   d) Stents
      i) Bare Metal
      ii) Drug Coated  
   e) Thrombectomy Devices  
   f) Atherectomy Devices  
   g) Infusion Catheters  
   h) Rotational Atherectomy

3) Peripheral Vascular: Diagnostic  
   a) Catheters  
   b) Intravascular Ultrasound catheters

4) Peripheral Vascular: Interventional  
   a) Wires  
   b) Balloons
      i) Compliant  
      ii) Non-Compliant  
   c) Stents
      i) Bare Metal
      ii) Drug Coated  
   d) Thrombectomy Devices  
   e) Atherectomy Devices

5) Intra-aortic Balloon Pump Catheters
6) Swan Ganz Catheters
7) Vascular Snares
8) Distal protection catheters
9) Biopsy catheters
10) Temporary pacing catheters
11) Arterial Closure Devices
12) Arterial Compression Devices
13) Lead Extraction System
14) Transseptal Puncture Needle
15) Ablation Catheters
16) Implantable Loop Recorders
17) Vena Cava Filters
18) Embolic Coils
19) Glue
20) LVADs
   a) Partial Circulatory Support
   b) Full Circulatory Support

“Diagnostic/Interventional Ancillary/Supplemental Supplies and/or Parts” – A product used to compliment, assist and/or set the primary medical device implanted into a patient’s body. Ancillary Supplies to cover the following products.
   1) Ancillary Devices
      a) Inflators
b) Pressure Tubing

c) Transducers

d) Preparatory Cath Packs

e) Preparatory EP Packs

f) Preparatory Pacemaker./Device Implant Packs

g) Sheaths
    i) Vascular Access Sheaths
    ii) Biopsy Sheaths
    iii) EP Support Sheaths
    iv) EP Guiding Sheaths

“Eligible Bidder” – Manufacturer or distributor of Implantable Devices and associated products currently or previously used under contract by UMDNJ and the University Hospital, or which offers products that fit within both the Section 2.2 definitions of Implantable Devices and the Section 3.1 list of Implantable Device categories included in this contract.

“eProcurement” - eProcurement is a set of electronic tools that support and expedite the transactional purchasing process. Through eProcurement, buyers search electronic catalogs (eCatalogs) to find needed items, place requisitions, route for approval, and send to suppliers for fulfillment. eProcurement system will support the back-end invoicing and payment processing.

“Implantable Device” – Medical product implanted into a patient’s body to support or replace a body part and/or act as a missing biological structure. Certain Diagnostic/Interventional Devices and or Parts, as defined herein, shall be considered Implantable Devices for the purposes of this RFP.

“Implant Tool/Instrument” – A product used to perform or facilitate the placement of an implanted medical device.

“Stent” – small tube inserted into a natural passage/conduit in the body to prevent or counteract a disease-induced, localized flow constriction.
3.0  **SCOPE OF WORK/COMMODITY DESCRIPTION**

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 specified requirements cannot be fulfilled, the bidder must explain why in section 7.13, and propose an alternate means of meeting the requirements. Proposed alternate means must be, in the sole judgement of UH, equal to or better than the specified means. The bidder must recognize that the inability to fulfill a required specification may result in the proposal being deemed non-responsive and thereby disqualify the proposal from a contract award.

3.1  **Types of Implants/Accessories**

Two types of Implantable Devices are permitted to be purchased under this contract: 1) Implantable Devices and associated products currently or previously used under contract by UMDNJ and the University Hospital; and 2) Implantable Devices that fit within both the Section 2.2 definition of Implantable Devices and the Section 3.1 list of Implantable Device categories included in this contract, and which UH expects may be required by UH physicians. Manufacturers and distributors currently known to offer such products are included in the current list of Eligible Bidders in Section 5.2.

The contractor must provide product under **at least one** of the categories of Implantable Devices, together with any associated Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments. Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments are deemed to be part of this bid and must be offered by the contractor, if applicable.

As stated in Sections 1.2.1 and 2.2 contractors must use the following definitions to distinguish between the different devices, parts and tools associated with the Implant Devices.

**Implantable Device** – Medical product implanted into a patient’s body to support or replace a body part and/or act as a missing biological structure. Certain Diagnostic/Interventional Devices and or Parts, as defined below, shall be considered Implantable Devices for the purposes of this RFP.

**Ancillary/Supplemental Supplies and/or Parts** – A product used to compliment, assist and/or set the primary medical device implanted into a patient’s body.

**Implant Tool/Instrument** – A product used to perform or facilitate the placement of an implanted medical device.

**Construct Device** - Medical device implanted or externally fixated into or onto a patient’s body, which consists of various individual parts from the same or different vendors.
Allograft – A tissue obtained from a donor genetically different from, though of the same species as the recipient.

Biologics – A medical product intended to treat diseases and medical conditions such as human cells and tissues used for transplantation (for example, tendons, ligaments and bone).

Stent – small tube inserted into a natural passage/conduit in the body to prevent or counteract a disease-induced, localized flow constriction.

Diagnostic/Interventional Devices and or Parts – Medical products, including the following devices and or parts, which are included in the definition of implants for the purposes of this RFP (in the Cardiovascular, Cardiothoracic, Vascular, and Peripheral Vascular Segments).

1) Coronary: Diagnostic
   a) Catheters
   b) Control syringe/manifold
   c) Intravascular Ultrasound catheters
   d) Intracardiac Ultrasound catheters (already own the ultrasound machine)
   e) Coronary Flow Reserve Wire

2) Coronary: Interventional
   a) Guides
   b) Wires
   c) Balloons
      i) Compliant
         (1) Over the Wire
         (2) On the Wire
      ii) Non-Compliant
         (1) Over the Wire
         (2) On the Wire
   d) Stents
      i) Bare Metal
      ii) Drug Coated
   e) Thrombectomy Devices
   f) Atherectomy Devices
   g) Infusion Catheters
   h) Rotational Atherectomy

3) Peripheral Vascular: Diagnostic
   a) Catheters
   b) Intravascular Ultrasound catheters
4) Peripheral Vascular: Interventional
   a) Wires
   b) Balloons
      i) Compliant
      ii) Non-Compliant
   c) Stents
      i) Bare Metal
      ii) Drug Coated
   d) Thrombectomy Devices
   e) Atherectomy Devices

5) Intra-aortic Balloon Pump Catheters

6) Swan Ganz Catheters

7) Vascular Snares

8) Distal protection catheters

9) Biopsy catheters

10) Temporary pacing catheters

11) Arterial Closure Devices

12) Arterial Compression Devices

13) Lead Extraction System

14) Transseptal Puncture Needle

15) Ablation Catheters

16) Implantable Loop Recorders

17) Vena Cava Filters
18) Embolic Coils

19) Glue

20) LVADs
   a) Partial Circulatory Support
   b) Full Circulatory Support
      i) Paracorporeal
      ii) Intracorporeal

**Diagnostic/Interventional Ancillary/Supplemental Supplies and/or Parts** – A product used to compliment, assist and/or set the primary medical device implanted into a patient’s body. Ancillary Supplies to cover the following products.

1) Ancillary Devices
   a) Inflators
   b) Pressure Tubing
   c) Transducers
   d) Preparatory Cath Packs
   e) Preparatory EP Packs
   f) Preparatory Pacemaker/Device Implant Packs
   g) Sheaths
      i) Vascular Access Sheaths
      ii) Biopsy Sheaths
      iii) EP Support Sheaths
      iv) EP Guiding Sheaths

Bidders may submit proposals for any of the following implant device categories. Bidders may group their proposal submissions for any segments and categories. Each category is divided into segments and their corresponding implant categories. Bidders must follow the appropriate bidding schedule in page 1 of the RFP to submit their proposal.

**Segment A**

**CATEGORY 1 – CARDIOVASCULAR IMPLANTS**

**CATEGORY 2 – CARDIOTHORACIC / THORACIC IMPLANTS**
Segment B

CATEGORY 3 - OROMAXILLOFACIAL IMPLANTS
CATEGORY 4 - CRANIOMAXILLOFACIAL IMPLANTS

Segment C

CATEGORY 1 – OBSTRETICS AND GYNECOLOGY IMPLANTS
CATEGORY 2 – EAR NOSE AND THROAT IMPLANT
CATEGORY 3 – UROLOGICAL IMPLANTS
CATEGORY 4 – PODIATRY IMPLANTS
CATEGORY 5 – GENERAL SURGERY IMPLANTS
CATEGORY 6 – GASTROINTESTINAL/GASTROENTEROLOGY IMPLANTS
CATEGORY 7 – PLASTIC SURGERY IMPLANTS
CATEGORY 8 – OPHTHALMOLOGY IMPLANTS
CATEGORY 9 – ALLOGRAFT IMPLANTS

Segment D

CATEGORY 1 - SPINAL IMPLANTS

Segment E

CATEGORY 1 - ORTHOPAEDIC IMPLANTS

Segment F

CATEGORY 1 - NEUROSURGICAL IMPLANTS
CATEGORY 2 - NEUROVASCULAR IMPLANTS
Segment G

CATGEORY 1 - VASCULAR IMPLANTS

CATGEORY 2 - PERIPHERAL VASCULAR IMPLANTS

CATGEORY 3 - ENDOVASCULAR IMPLANTS

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1
_____Y (Yes) ____N (No)

3.2 Product Performance

3.2.1 The Contractor must provide only new Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments, which are the manufacturer’s current model(s).

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2
_____Y (Yes) ____N (No)

3.3 Product Recalls

3.3.1 The Contractor shall notify UH immediately of any product recall or alert, voluntary or otherwise.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3
_____Y (Yes) ____N (No)

3.4 Addition of New Items

In the event new items are added to a contractor’s product lines during the contract period, said additions shall be made available to UH, either at the percentage discount offered for new products in the original bid proposal or at a mutually agreed upon percentage discount. The price(s) from which the discount shall be taken will be the introductory published price list for the new items.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4
_____Y (Yes) ____N (No)

3.5 Codes and Standards

3.5.1 All Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments shall meet or exceed all applicable regulatory codes and standards regarding durability and performance.

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments
3.5.2 All Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments shall meet or exceed all standards established by industry governing bodies.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5
_____Y (Yes) _____N (No)

3.6 Ordering and Shipping Procedure

3.6.1 The Contractor shall accept orders by fax, and/or electronically.

3.6.2 The Contractor shall provide UH immediate information if the product ordered is not available on the requested delivery date or is on back order.

3.6.3 The Contractor shall provide UH with a toll-free telephone number and/or E-mail address, to confirm and track orders.

3.6.4 The Contractor shall be responsible for the delivery of materials to UH in new/undamaged condition in accordance with good commercial practice.

3.6.5 The Contractor’s shipping boxes must be marked to show the applicable purchase order number, the name and address of the receiving department, and the name of the contractor.

3.6.6 Contractors shall only accept orders with a UH purchase order.

3.6.7 The purchase order number must appear on all invoices.

3.6.8 All deliverables shall be strictly in accordance with the Request for Proposal.

3.6.9 The Contractor shall use standard shipping methods for all shipments, except when determined otherwise by University Hospital. Overnight shipping may be required due to the type of implant being shipped (ex. dry ice) and/or may be requested by University Hospital representative. Overnight shipping charges must be included in the final invoice of the product.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6
_____Y (Yes) _____N (No)

3.7 Consignment

3.7.1 The Contractor may provide consignment inventory of selected implants at the request of the University Hospital Department of Perioperative Services or any other participating University Hospital department.
The University Hospital will enter into a Vendor-Owned Inventory (Consignment) Agreement in which University Hospital shall set forth the terms and conditions under which products may be consigned to University Hospital. The University Hospital Consignment Procedure is included as Attachment B. All University Hospital consignment agreements must be consistent with this procedure and must be contracted and approved by the designated UH Departments and the Executive Director of Supply Chain Management. Consignment inventory is placed by the vendor at no charge to UH, and is provided solely for the internal use of the University Hospital.

Consignment inventory shall be limited to a mutually acceptable level established between the contractor and the participating University Hospital department. The Contractor shall increase the inventory as needed to meet the department’s implant usage demand, only at the department’s request. The consignment inventory shall be held at a designated University Hospital facility. The contractor must only bill the participating University Hospital department when an implant product is used, after verification from the participating department member who is responsible for the consignment inventory. A series of two verifications of the used implant product will be made by the Nurse and the department’s Material Manager. The University Hospital participating department will notify the contractor on a weekly basis when consigned products are used. The contractor shall re-supply the consignment inventory to maintain agreed upon inventory levels, within three days of notification.

The Contractor shall replace any consigned inventory implant product(s) with an expiration date, a minimum of sixty days before that expiration date is reached.

Annual Periodic audits and physical inventories shall be conducted by a University Hospital representative and shall be processed to verify consignment inventory and billing procedure.

Materials lost, stolen or damaged during shipment are the sole responsibility of the contractor. Once received and signed for by the University Hospital stock reception team, lost stolen or damaged material will be the responsibility of the University Hospital. A University Hospital representative and the contractor shall work to resolve any discrepancy between product listed on the most current consignment inventory report and actual product in University Hospital consignment inventory.

At the end of the contract period, any unused implants may be returned from University Hospital Materials Management to the contractor at no additional or restocking charge to UH.

The above are Terms and Conditions must be included in any consignment agreement, and may be modified with the consent of both contracted parities.

Bidders may also submit their own consignment agreement for Implantable Devices with their proposals and/or at the time products have been identified for consignment after the award of the RFP contracts. University Hospital may agree to use the Contractor’s agreement, at the discretion of the Executive Director for Supply Chain Management, but the Contractor’s consignment
agreement must be consistent with the University Hospital Consignment Procedure, and is subject to approval, review and change.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7
_____ Y (Yes) ____N (No)

3.8 Quotations

3.8.1 The pricing in the Contractor’s departmental requested quotations must be based on the submitted pricelist and indicate the associated contract number, Implantable Device price, and/or percentage of discount and discounted price.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8
_____ Y (Yes) ____N (No)

3.9 Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments

3.9.1 The Contractor must provide all Ancillary Supplemental Supplies and/or Parts and Implant Tools/Instruments necessary for the installation and/or support of the Implantable Devices. The Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments may be supplied individually or in sets, but however provision is made, they must be listed in the submitted contractor’s catalog.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9
_____ Y (Yes) ____N (No)

3.10 Reports

3.10.1 The Contractor may be required to provide a monthly report at the request of the participating department detailing a list of the Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments purchased. The University Hospital Participating Departments will specify the media format of the requested report.

3.10.3 Upon request, the contractor shall provide additional year-to-date “Vendor Activity Report” detailing all University Hospital purchases, in a format to be specified by UH.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.10
_____ Y (Yes) ____N (No)

3.11 Product Training

3.11.1 Contractor shall provide product information upon request, training classes and informational seminars to faculty, staff and residents, as determined by department chairs. These
training classes and informational seminars shall be for current, supplemental and new implant products and shall be at no cost to University Hospital.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.11
_____Y (Yes) ____N (No)

3.12 eProcurement - Marketplace/Sciquest/Jaggaer

3.12.1 The Contractor may be required to participate in UH’s eProcurement system Jaggaer/Marketplace. This system provided by SciQuest/Jaggaer is an electronic method of conducting procurement related transactions including payment. eProcurement is a set of electronic tools that support and expedite the transactional purchasing process. Through eProcurement, buyers search electronic catalogs (eCatalogs) to find needed items, place requisitions, route for approval, and send to suppliers for fulfillment. All cost of participation shall be borne by the contractor.

3.12.2 The Contractor may be required to participate in UH’s inventory management system, Marketplace/Sciquest/Jaggaer. The system is a materials inventory control system to track the entire materials management process. Marketplace/Sciquest/Jaggaer is used in the procurement, contract price, delivery and inventory process of hospital related products.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.12
_____Y (Yes) ____N (No)

3.13 Implantable Device Indigent Program

3.13.1 The Contractor may offer assistance in providing lower cost or free of charge Implantable Devices to indigent patients. Indigent patients are defined as qualifying patients with an established financial hardship who generally lack public or private health insurance coverage.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.13
_____Y (Yes) ____N (No)

3.14 Vendor Credentialing Services

3.14.1 Contractor’s personnel who will be on-site at University Hospital must be credentialed through Symplr, or through an alternate credentialing agency, subject to acceptance by UH.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.14
_____Y (Yes) ____N (No)
4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The contract will be awarded for three (3) 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 four (4) one year (1) periods. Any extension of this contract under this provision will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital. 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 may only be increased 3% per extension option year.

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 can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UH to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one-hundred-eighty (180) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UH.

4.3 Precedence of University Hospital’s Standard Terms and Conditions

The contract resulting from this procurement shall consist of the following documents, listed in order of precedence:

- UH’s Contract Term Sheet.
- Business Associate Agreement (if applicable)
- Consignment Agreement (if applicable)
- Any Addendum to this RFP
- This RFP, which hereby incorporates UH’s Standard Terms and Conditions
- The Contractor’s Bid Proposal
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 the change increases the likelihood that the waiver from compliance with the RFP is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely to affect the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of University Hospital to make a bid comparison, or is unacceptable to University Hospital. The determination of material departure shall be made by UH in accordance with applicable law.

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 $3,000,000 per occurrence/$3,000,000 annual aggregate. If applicable, XCU coverage may be required;

- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than $1,000,000 for bodily injury and property damage;

- **Excess Liability Insurance** - subject to an additional limit of liability of not less than $1,000,000 per occurrence/$1,000,000 aggregate excess of the primary policy;
- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate;

- **Additional Insured** - 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;

- **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 this proposal contract. If applicable, this insurance may be required.

- All insurers affording coverage are to be rated not less than A- by Bests Insurance Rating Service.

- **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 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.

The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that 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 University Hospital’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 University Hospital’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 University Hospital’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 University Hospital’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 printouts, notes and memorandum, 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.

4.11 Data Confidentiality

All financial, statistical, personnel and/or technical data 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 goods or 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.

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments
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. The Executive Director’s final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

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, Appellate Division (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 standard payment terms are Net 45.

The Contractor must submit monthly invoice statements to Accounts Payable Department at UH with supporting documentation evidencing that the product and/or work for which payment is
sought has been satisfactorily completed. Invoices must reference the Contract number (UH-P19-008) and Purchase Order number and also must be in strict accordance with the prices and discounts that were submitted and accepted with this proposal. When applicable, invoices should reference the appropriate Request for Proposal price sheet line number from the Contractor’s bid proposal. All invoices must be approved by UH before payment will be authorized.

UH will issue payment for goods and services within forty-five (45) days of the receipt and acceptance of goods and/or services by the using department, or receipt of invoice, whichever is later. Vendors shall not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from UH for the goods and/or services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by UH. Invoices must be submitted timely. UH will not accept any new invoice first submitted more than 90 days after product delivery.

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, Supply Chain Management.

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 compete the additional work.

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

Upon receipt of the Contractor’s written proposal, it shall be forwarded to the 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 this contract. 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 an unforeseen 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**

The Contractor must immediately advise the Executive Director of Supply Chain Management of any circumstance or event that could result in the late completion of any task or subtask required to be completed on or by a certain date.

The Contractor shall not be liable for any failure or delay in performance under the Contract to the extent said failures or delays are proximately caused by causes beyond the Contractor's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, to substantially meet its performance obligations under the Contract, provided that, as a condition to the claim of non-liability, the Contractor shall give UH prompt written notice, with full details following the occurrence of the cause relied upon, and that the contractor must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events and that the Contractor substantially fulfilled all non-excused obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

4.23 **Retainage (Sample)**

Not applicable under this contract.

4.24 **Small Business Subcontractor Utilization Plan**

Not applicable under this contract.

4.25 **Safety Data Sheets**

The Contractor is required to furnish Safety Data Sheets (SDS), or manufacturers’ equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to University Hospital’s Project Manager. These sheets must list complete chemical ingredients including the percentage composition of each ingredient on the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed any potentially hazardous products which may off gas during or flowing application. Failure to do so may constitute reason for termination of the contract.

4.26 **Contractor’s Personnel**

4.26.1 **Direct Management of Personnel**

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

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of University Hospital or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

While on University Hospital property, Contractor's personnel shall bear identification cards at all times with their name as well as the Contractor’s name listed on the card.

4.26.3 Employee Conduct

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

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

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

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

University Hospital's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.

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

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4.26.4 Criminal Background Check

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

All employees supplied by the Contractor to work on UH property may be required to have a criminal background check and/or be investigated during the term of this contract. This includes surgical representatives.

4.27 Requirements of PL 2005, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in procurement. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://uhnj.org/purchweb/employees/employ36_forms_policies.htm.

4.27.1 State Treasurer Review

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

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

4.29 Federal and State Laws and Regulations Regarding Healthcare

University Hospital 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. University Hospital 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.
5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to read thoroughly and to follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP’s requirements could result in a determination that the bidder’s proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

5.2 Product Prequalification

There are two types of Eligible Bidders: 1) manufacturers or distributors of Implantable Devices and associated products currently or previously used under contract by UMDNJ and the University Hospital; and 2) manufacturers or distributors which offer products that fit within both the Section 2.2 definition of Implantable Devices and the Section 3.1 list of Implantable Device categories included in this contract, and which UH expects may be required by UH physicians. Manufacturers and distributors currently known to offer such products are included in the current list of Eligible Bidders below.

At its discretion, the University Hospital may add to the list of Eligible Bidders up until the day of bid opening. Any bidder not listed below that is interested in submitting a proposal should follow the pre-qualification procedure below.

Any interested bidder that is not on the current list of Eligible Bidders may request admission to the eligibility list. These requests shall be sent in writing to Edwing Canaca, Assistant Purchasing Manager at the e-mail address canacaes@uhnj.org no later than two weeks (fourteen calendar days) before bid opening of the particular segment. Each request must include a thorough description of the products the prospective bidder intends to offer and must identify the categories in which the bidder believes they belong. All requests will be reviewed by University Hospital clinical staff using the criteria referenced above. The eligibility opinion will be communicated to the bidders to assist in their decision as to whether they wish to submit a proposal for this RFP.
Notwithstanding the foregoing, any Bidder which wishes to submit a proposal, whether included on the Eligibility List or not, may submit a proposal.

At the time of this printing, the Eligible Bidders are listed below per the following segment categories:

**Segment A**

Segment A - Category 1: Cardiovascular Implants
Eligible Bidders:
- AADCO Medical Inc.
- Abbott Vascular
- Abiomed Med, Inc.
- Active Medical
- Argon Medical
- Arrow International, Inc
- Avanos Medical, Inc
- Biotronik, Inc.
- Blockade Medical
- Boston Scientific Corporation
- Cook Medical
- Cyberonics
- Embolx, Inc
- Endocare Inc
- Liva Nova
- Dexmed, Inc.
- Edwards Life Sciences LLC
- INARI Medical
- Lifenet Health, Corporation
- Maquet Cardiovascular
- Medical Components, Inc
- Medtronic USA, Inc
- Merit Medical Systems, Inc.
- MTF
- Navilyst Medical
- Radi Medical Systems, Inc.
- St. Jude Medical
- State of the Art Medical Products, Inc.
- Sorin Group
- Synovis Surgical Solutions
- Synthes (USA)
- Terumo Medical Corporation
- Thoratec Corporation

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TyRx Pharma, Inc.
Volcano Corporation

Segment A – Category 2: Cardiothoracic / Thoracic Implants
Eligible bidders:
Abiomed, Inc.
Biomet Microfixation
Cook Medical Inc.
Deup Syntes CMF
State of The Art Medical Products
Synovis Surgical Solution

Segment B

Segment B – Category 1: Oromaxillofacial Implants
Eligible Bidders:
Axogen
Community Tissue Service
KLS Martin
Lifenet Health
OrthoHelix Surgical Designs, Inc.
Osteohealth Co.
OsteoMed L.P.
Osteotech, Inc.
Porex Surgical, Inc.
Stryker Craniomaxillofacial
Synthes USA, Inc.

Segment B – Category 2: Craniomaxillofacial Implants
Eligible Bidders:
Biomet
Deup Syntes
KLS Martin
OsteoMed L.P.
OsteoTech, Inc.
Porex Surgical, Inc.
Stryker Craniomaxillofacial
Synthes USA, Inc.
Zimmer IS, Inc.
Segment C

Segment C – Category 1: Obstetrics and Gynecology Implants
Eligible Bidders:
   Acell, Inc.
   Boston Scientific
   Community Tissue Service
   Cook Medical
   MTF
   Orthotin, LLC.

Segment C – Category 2: Ear Nose and Throat Implants
Eligible Bidders:
   Acell, Inc.
   Advanced Bionics
   Cochlear Americas
   Community Tissue Service
   Intersect
   KLS Martin
   MED-EL Corporation
   Medtronic USA, Inc.
   MTF
   Oticon
   Porex Surgical
   Portex
   Stryker CMF
   Synthes CMF

Segment C – Category 3: Urological
Eligible Bidders:
   Acell, Inc.
   AMS Sales
   Argon Medical
   Bard Medical
   Boston Scientific
   Caldera Corporation
   Coloplast
   Medtronic Neuromodulation
   MTF
   Synovis Surgical Solutions
   Terumo Interventional Systems (Terumo Medical Corp.)
Segment C – Category 4: Podiatry Implants
Eligible Bidders:

- Acell, Inc.
- Acumed LLC
- Arthrex, Inc.
- Amniox Medical, Inc.
- Argon Medical
- Biomet / EBI Medical Systems, Inc. (Trauma)
- Community Tissue Service
- Conmed Linvatec
- Depuy Orthopaedics
- Depuy Synthes Trauma
- Extremity Medical
- Integra Life Sciences, Corp. Extremity Reconstruction
- LifeNet Podiatry
- Merete Medical (Podiatry)
- OsteoMed L.P.
- OsteoTech, Inc.
- Smith & Nephew Orthopaedics
- Stryker Orthopedics
- Synthes USA, Inc
- Tornier
- Wright Medical Technology
- Zimmer Inc.

Segment C - Category 5: General Surgery Implants
Eligible Bidders:

- Acell, Inc.
- Arthrex
- Biomet Microfixation
- Biomet Inc.
- Caldera Medical
- Coloplast
- Community Tissue Service
- Cook Medical Inc
- Life Cell Corporation (Allergan)
- Mentor Corporation
- MTF
- Navilyst Medical
- Omniguide
- Small Bone Innovations
- Spineology
- State of The Art Medical Products
- Synovis Micro Companies Alliance

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Synovis Surgical Solutions
Thoratec Corporation
US Endoscopy
W.L. Gore & Associates, Inc.
Wright Medical Technology

Segment C – Category 6: Gastro Intestinal / Gastroenterology Implants
Eligible Bidders:
- Acell, Inc.
- Boston Scientific
- Cook Medical
- Covidien Sales LLC d/b/a Given Imaging
- Medtronic – Gastrointestinal and Hepatology
- MTF
- Synovis Surgical Solutions

Segment C – Category 7: Plastic Surgery Implants
Eligible Bidders:
- Acell, Inc.
- Allergan
- Community Tissue Service
- Cook Medical
- Depuy Synthes CMF
- KLS Martin
- LifeCell Corporation (Allergan)
- Mentor Corporation
- MTF
- Osteomed
- PMT Corporation
- Polarity
- Porex Surgical
- Stryker - Ortho
- Stryker CMF
- Synovis Micro Companies Alliance
- Synovis Surgical Solutions
- Synthes CMF
- Vioptix

Segment C – Category 8: Ophthalmology Implants
Eligible Bidders:
- Alcon Laboratories, Inc.
- Allergan
- Bausch & Lomb Surgical
- Depuy Synthes CMF
Glaukos
IOP – (Innovative Ophthalmic Products)
Midwest Eye Banks / Lions Eye Bank of New Jersey (Eversight)
New World – Ahmed Stents
Porex Surgical
Storz Ophtalmology
Synthes

Segment C - Category 9: Allograft Implants
Eligible Bidders:
  - Alcon
  - Amniox Medical, Inc.
  - Biocomposites
  - Biomet / EBI Medical Systems, Inc.
  - Biomet Inc.
  - Community Tissue Services
  - Depuy Spine
  - Integra Life Sciences, Corp.
  - Integra Isotosis Orthobiologics, Inc. (Seaspine)
  - IOP
  - LifeCell Corporation (Allergan)
  - LifeNet Health
  - Medtronic Spinal and Biologics
  - Midwest Eye Banks / Lions Eye Bank of New Jersey (Eversight)
  - MTF
  - Orthovita, Inc.
  - Osteomed
  - OsteoTech, Inc.
  - St. Jude Medical, Inc.
  - Stryker Craniomaxillofacial
  - Stryker Orthopedics
  - Synthes USA, Inc.
  - W.L. Gore & Associates, Inc.
  - Wright Medical Technology
  - Zimmer Spine
  - Zimmer US, Inc.
Segment D

Segment D – Category 1: Spine Implants
Eligible Bidders:
  - Alphatec Spine, Inc.
  - Biomet
  - Biocomposites
  - Black Stone Medical
  - Depuy Synthes Spine
  - Globus Medical
  - K2M, Inc.
  - LDR Spine
  - LifeNet Health
  - Medtronic Neuromodulation
  - Medtronic Spinal and Biologics Division
  - MTF
  - Orthofix
  - Paradigm Spine, LLC.
  - Spineology
  - Stimwave
  - Stryker Spine
  - Synthes Spine
  - Zimmer Spine
  - Zimmer US, Inc.

Segment E

Segment E - Category 1: Orthopaedic Implants
Eligible Bidders:
  - Acumed LLC
  - Amniox Medical
  - Arthelon
  - Arthrex, Inc.
  - Biocomposites, Inc.
  - Biomet / EBI Medical Systems, Inc. (Trauma)
  - Biomet Sports Medicine, Inc (Sports)
  - Biomet Orthopedics, Inc (Joints)
  - Community Tissue Service
  - ConMed Linvatec (Sports)
  - Depuy Orthopaedics, Inc. (Joints)
  - Depuy Orthopaedics, Inc. (Trauma)
  - Depuy Spine (Cellect)
  - Depuy Synthes Joint Reconstruction
  - Depuy Synthes Trauma
DNE Seal
DJO Surgical
Endotec (Joints)
Excel Ortho - ImplantCast
Extremity Medical
Illuminoss
Integra Life Sciences, Corp.
K2M, Inc.
LifeNet Health (Allograft)
LinkBio Corp.
Medartis, Inc.
Merete Medical, Inc. (Joints)
MicroPort Orthopedics
Mizuho
MTF (Musculoskeletal Transplant Foundation)
OrthoHelix Surgical Designs, Inc.
Orthopediatrics
Orthovita, Inc. (Synthetics)
Orthotin
OsteoMed L.P. (Ortho/Podiatry)
OsteoTech, Inc. (Allograft)
PMT Corporation
Permeaderm
Shukla Medical
Small Bone Innovations
Smith & Nephew Endoscopy
Smith & Nephew, Inc. (Orthopaedics Joints)
Smith & Nephew, Inc. (Orthopaedics Trauma)
Stanmore
Stryker Orthopaedics (Joints)
Stryker Orthopaedics (Trauma)
Synovis Micro Companies Alliance
Synthes USA, Inc (Trauma)
Tornier, Inc.
Trimed Inc.
Wright Medical Technology
Zimmer US, Inc.
Segment F

Segment F - Category 1: Neurosurgical Implants
Eligible Bidders:

- AD-TECH Medical Instrument Corporation
- Abbott
- Aesculap
- Baxter
- Boston Scientific
- Codman Neuro Depuy Synthes
- Covidien Sales
- Cyberonics, Inc. (Liva Nova)
- Depuy Synthes CMF
- Globus Medical
- Integra Neuroscience
- Katina
- K2M, Inc.
- KLS Martin
- LifeNet Health
- Medicrea
- Medistim
- Medivator
- Medtronic USA Medtronic Surgical Technologies
- Medtronic ESP - Midas
- Microvention, Inc.
- Mizuho
- Nevro
- Nuvasive
- OsteoMed L.P.
- OsteoSymbionics
- Mizuho
- PMT Corporation
- Porex Surgical
- St. Jude
- Stimwave
- Stryker CMF
- Stryker Orthopaedics
- Stryker Spine
- Synovis Surgical Solutions
- Synthes CMF
- Thompson Surgical
- WL Gore
- Zimmer US, Inc
- Zimmer Spine
Segment F – Category 2: Neurovascular Implants
Eligible Bidders:
    Codman Neuro Depuy Synthes
    Boston Scientific Corporation
    Dexmed, Inc.
    Microvention
    Micrus Endovascular Corporation
    Penumbra, Inc.
    St. Jude Medical
    Terumo Medical Corporation
    Tyco Healthcare/Covidien/Ev3
    W.L. Gore & Associates, Inc.
    Stryker Sales Corporation/Stryker Nuerovascular

Segment G

Segment G - Category 1: Vascular Implants
Eligible Bidders:
    Abbott Vascular
    Active Medical
    Angiodynamics
    Argon Medical
    Arrow International, Inc
    Avanos Medical, Inc
    Bard Access System
    Blockade Medical
    Boston Scientific Corporation
    Cook Medical
    Covidien Sales
    Dexmed, Inc.
    Embolx, Inc
    Endocare Inc
    INARI Medical
    LeMaitre
    Medical Components, Inc
    Medtronic USA, Inc.
    Medtronic USA, Inc. – Interventional Therapy
    Navilyst Medical
    Penumbra, Inc.
    St. Jude Medical
    State of the Art Medical Products, Inc.
    Synovis Surgical Solutions
    W.L. Gore & Associates, Inc.

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or
Parts and Implant Tools/Instruments
Segment G – Category 2: Peripheral Vascular Implants
Eligible Bidders:
Abbott Vascular
Angiodynamics
Argon Medical
Bard Peripheral Vascular
Blockade Medical
Boston Scientific Corporation
Cook Medical
Dexmed, Inc.
Embolx, Inc
Medical Components, Inc
Medical Devise Technologies DBA Angiotech
Microvention
Navilyst Medical
St. Jude Medical
State of the Art Medical Products, Inc.
Synovis Surgical Solutions
Terumo Interventional Systems - Terumo Medical Corporation
Tyco Healthcare/Covidien/Ev3
W.L. Gore & Associates, Inc.

Segment G – Category 3: Endovascular Implants
Eligible Bidders:
Abbott Vascular
Argon Medical
Bard Peripheral Vascular, Inc.
Blockade Medical
Boston Scientific Corporation
Cook Medical
Dexmed, Inc.
Embolx, Inc
Endocare Inc
Endologix
Medical Components, Inc
Microvention
Penumbra Inc.
St. Jude Medical
Terumo Interventional Systems - Terumo Medical Corporation
W.L. Gore & Associates, Inc.

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments
5.3 Proposal Delivery & Identification

In order to be considered a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. 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, the final bid opening date, and the buyer’s name.

5.4 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 compact disc (CD) or thumb drive. Each bidder should also submit two (2), 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.

5.5 Proposal Form and Content

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

5.6 Section 1 – Forms

5.6.1 Ownership Disclosure Form

The bidder must complete and attach the Ownership Disclosure Form, located on the web at: https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf. 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.

5.6.2 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 Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf. The requirement is a precondition of entering into a valid and binding contract.

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5.6.3 **Set-Aside Contracts**

Not applicable under this contract.

5.6.4 **Bid Bond**

Not applicable under this contract.

5.6.5 **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.

5.6.6 **Business Registration Notice**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors 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 re-instatement of a revoked BRC online at http://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.
5.6.7 Requirements of PL 2005, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9.0 of this RFP for the certification/ownership disclosure form and instructions. Additional information on Chapter 51 is available here: https://www.state.nj.us/treasury/purchase/execorder134.shtml.

5.6.8 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:

http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

The form may be found here:
http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf

5.7 Section 2 – Technical Proposal

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

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

5.8 Section 3- Cost Proposal

5.8.1 Bidders must submit their cost proposals on the attached Excel Price Sheets (Attachment D for Spinal Implants and Attachment C for all other implant categories) in accordance with the instructions included in this RFP as Section 8.0, and the instruction tabs of Attachments C and D, respectively. Price sheets must be submitted BOTH as a PDF file, and an Excel file. The PDF provides an unalterable record of the bid. The Excel file is needed for bid analysis. Do not
lock the Excel file. Failure to submit all required information, in the format requested may result in your bid being considered non-responsive.

5.8.2 Bidders proposed prices must remain firm for the duration of the evaluation process.

5.8.3 Bidders must provide pricing for all available Implantable Devices, Ancillary/Supplemental Supplies and/or Parts, and Implant Tools/Instruments under the indicated category. The Bidder’s stated and proposed Implantable Device, Ancillary/Supplemental Supplies and/or Parts, and Implant Tools/Instruments prices must remain firm for the first three (3) years of the contract. After completion of the first three (3) years of the contract, the Bidder’s Implantable Device price to the University Hospital may only be increased a maximum of 3% per extension year. Any extension of this contract will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital.

5.8.4 Bidders must provide firm, fixed Dollar pricing for all available individual Implantable Devices within each Category bid. After completion of the first three (3) years of the contract, the Bidder’s Implantable Device price to the University Hospital may only be increased a maximum of 3% per extension year.

5.8.5 Bidders must provide a percentage discount for all available Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments under the indicated contract. Bidders must also provide line item pricing for all Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments on Tab E. (Although the discount percentage is the determinative price for Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments, the item pricing will be required to implement any awarded contract.) The Bidder’s stated discount percentage must remain firm for each year of the contract, including any extension years. The Bidder’s stated and proposed Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments price must remain firm for the first three (3) years of the contract. Thereafter, the Bidder’s stated and proposed Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments price may be increased at the maximum 3% per extension year, through update of the list pricing, but the stated discount must remain fixed.

5.8.6 Bidders must provide a percentage discount price from the most current manufacturer’s list price for new Implantable Devices which will become available after the bid is awarded. This discount percentage must also must remain firm for each year of the contract, including any extension years.

5.8.7 Bidders which are contracted vendors under the current RFP contracts, UH-P14-011 and UH-P14-011-Supplemental, or any other current agreement or contract should submit the current contract price as requested on the Firm Fixed Item Pricing and Ancillary and Tool Item Prices tabs of the Excel Price Sheets (Attachment C and D).

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5.8.8 Bidders which currently sell Implant Devices to University Hospital, whether under contract or not, should submit data regarding sales of all Implantable Devices to University Hospital during the hospital’s Fiscal Year 2018 (the period from July 1, 2017 through June 30, 2018) as requested on the Firm Fixed Item Pricing and Ancillary and Tool Item Prices tabs of the Excel Price Sheet (Attachment C and D).

5.8.9 Bidder’s prices must include all costs, including those associated with loaner fees, shipping (FOB Point Destination), receiving, delivery and surcharges.

5.8.10 Bidders must submit a current Implantable Device, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments catalog/pricelist with each proposal.

5.8.11 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.

Note: University Hospital reserves the right to take advantage of available promotions and to negotiate most advantageous pricing during the term of the contract.
6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or explain aspects of its bid. The original bid, as submitted, however, cannot be supplemented, changed, or corrected in any way during the evaluation process. Any clarification that attempts to supplement, change, or correct the proposal shall be given no effect. 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 detailed approach and plans to provide the products and fulfill the requirements of this RFP.

6.3.2 The bidder’s documented experience in successfully providing goods of a similar nature to those required by this RFP. Incumbent vendors shall be evaluated on their previous contract history.

6.3.3 The bidder’s cost proposal.
6.4 University Hospital’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 shall consider such any 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 University Hospital.

6.4.3 University Hospital 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, University Hospital may consider evidence of formal or other complaints against any bidder(s) by University Hospital for contracts held in the past or present by the bidder.

6.4.5 University Hospital 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 University Hospital 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 University Hospital 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 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.

6.6 Contract Award

The contracts shall be awarded with reasonable promptness by written notice to those responsible bidders whose bids, conforming to the invitation for bids, will be most advantageous to UH, price and other factors considered. UH reserves the right to make rolling awards, if determined to be in UH’s best interest. Any or all bids may be rejected when the Executive Director determines that it is in the public interest to do so.

6.7 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

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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 faxed, 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.
7.0 BIDDER’S DATA SHEETS (TO BE COMPLETED BY BIDDER)

BIDDER’S INFORMATION

The bidder should fully complete and submit the following “Bidder’s Information” as part of its bid response. Failure to satisfactorily complete and submit the “Bidder’s Information” may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

7.1 Bidder’s Gear-up and Transition Plan

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

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

The Gear-Up and Transition Plan should be submitted with the proposal using the following sheets. The plan should address, at a minimum, how the following issues will be handled:

7.1.1 Gear-Up and Transition Timetable

Provide the bidder’s gear-up and transitional plan. The plan should include a detailed, ten-day timetable for gear-up and transition upon contract award. The timetable should convince University Hospital that the new contract will be operational within ten (10) days of contract award.

7.1.2 Recruitment and Orientation of Staff

The bidder’s plan for recruitment, orientation of new staff and assignment of contractor’s staff required to perform the services, service categories or other work elements as detailed in the Scope of Work of this RFP.

7.1.3 Staff Assigned to Contract

The bidder should provide the number and qualifications of management, supervisory and other staff proposed by the bidder to provide the Implantable Devices including the number of hours and shifts each person will be assigned.
7.1.4 **Supervisory Personnel**

Provide the bidder’s plan for implementation and use of on-site supervisory staff during the gear-up, transitional period and duration of the contract. This plan should show all personnel that will be assigned to manage supervise and monitor your firm’s transition to the new contract.

7.1.5 **Backup Staff**

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

7.2 **Bidder’s Equipment, Materials and Supplies**

The bidder should provide a list showing item name, manufacturer make/brand, model number and proposed use on this contract of all equipment, materials and supplies (including those listed in the RFP as required), that the bidder, in its judgment, feels will be required to successfully provide the services or other work elements as detailed in the Scope of Work of this RFP.

7.3 **Bidder’s Management Information**

7.3.1 **Management Overview**

The bidder should provide a narrative of the general approach and plans to provide the services required in the Scope of Work section of the RFP.

7.3.2 **Contract Management**

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

7.3.3 **Contract Schedule**

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

The bidder should include a summary of any difficulties it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this RFP. The bidder should list issues, which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince University Hospital of its understanding of, and ability to resolve these problems. For each problem listed, Bidder should:

1. List Potential Problem.

2. Show in a brief narrative that you understand the cause and substance of the potential problem. Be specific.

3. Give a specific recommendation on how to address and solve the problem.

7.5  **Contact Information**

7.5.1 The bidder should include the location of the bidder’s office that will be responsible for managing the contract. The bidder should include Name of the individual to contact, telephone and fax number and e-mail address.

7.5.2 The bidder should list the name of the individual that may be contacted at all times if service or information is required from the contractor by University Hospital.

7.6  **Bidder’s Organizational Chart**

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

7.7  **Project Organization Chart**

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

7.8  **Listing of Bidder’s Management and Supervisory Personnel**

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

Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract.

A description of the contracts should be given and should demonstrate how the individual’s work on the completed contract related to the individual’s ability to contribute to the successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

7.9 References of Firm

The bidder should provide a list of current references that clearly demonstrate the bidder’s proven capabilities in performing services on contracts of similar size and scope to those required by this RFP.

Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the contact person’s name, title, phone number, e-mail address, and address. Beginning and ending dates should also be given for each contract.

7.10 Listing of all Contracts Lost in Last Three (3) Years

The bidder should provide a complete list of all contracts the bidder has lost or has had terminated during the last three (3) years, along with the reason why each one was lost or terminated. Include the name of a contact person and phone number for each contract lost or terminated.

7.11 Subcontractor Data Information

If the bidder is proposing to use subcontractors, the bidder must provide the subcontractor’s name, address, contact person, telephone number and e-mail address with your bid submission. Also, include the work that will be performed by the subcontractor, list previous experience in performing similar services to those required by this RFP. Provide references for the subcontractor including contact person, telephone number and e-mail address.
7.12 **Bidder’s Financial Capacity**

The bidder should provide proof of the firm’s financial capacity and capabilities to undertake and successfully provide services required under this contract. A financial statement for the most recent fiscal year or bank reference is acceptable. University Hospital reserves the right to check and evaluate the firm’s financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by University Hospital, but is not mandatory.

However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive. Attach information to this form.

7.13 **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 propose an alternate means of meeting the requirement. Proposed alternate means must be, in the sole judgement of UH, equal to or better than the specified means, and cannot conflict with any of the RFP’s terms. The bidder must recognize that the inability to fulfill a mandatory specification as written may result in the proposal being deemed non-responsive and thereby disqualify the proposal from a contract award. A “NO” answer without an explanation shall automatically result in a proposal being disqualified.

Section 3.1

Section 3.2

Section 3.3

Section 3.4

Section 3.5

Section 3.5
Section 3.6

Section 3.7

Section 3.8

Section 3.9

Section 3.10

Section 3.11

Section 3.12

Section 3.13

Section 3.14
8.0 PRICE SHEETS AND SUPPORTING DETAIL

8.1 General

8.1.1 Bidders must submit their cost proposals on the attached Excel Price Sheets (Attachment D for Spinal Implants, and Attachment C for all other implant categories) in accordance with the instructions included in this RFP as Section 8.0, and the instruction tabs of Attachments C and D, respectively. Price sheets must be submitted BOTH as a PDF file, and an Excel file. The PDF provides an unalterable record of the bid. The Excel file is needed for bid analysis. Do not lock the Excel file. Failure to submit all required information in the format requested may result in the bid being considered non-responsive.

8.1.2 Bidder’s prices must include all costs, including those associated with loaner fees, shipping (FOB Point Destination), receiving, delivery and surcharges.

8.1.3 Bidders proposed prices must remain firm and fixed for the duration of the evaluation process.

8.1.4 University Hospital reserves the right to take advantage of available promotions and to negotiate most advantageous pricing during the term of the contract.

8.1.5 Bidders must submit an Implantable Device, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments catalog/pricelist with each proposal.

8.2 All Product Categories, Except Spine Implants

8.2.1 Bidders must provide firm, fixed, Dollar pricing for all available Implantable Devices on Tab C - Firm Fixed Item Pricing, of the Excel Price Sheet (Attachment C). The Bidder’s individual Implantable Device price to University Hospital must remain firm for the first three (3) years of the contract. After completion of the first three (3) years of the contract, the Bidder’s Implantable Device price to University Hospital may only be increased a maximum of 3% per extension year. Any extension of this contract will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital.

8.2.2 Bidders must provide a percentage discount for all available Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments on Tab D - Catalog Discount Pricing, of the Excel Price Sheet (Attachment C). The Bidder’s stated discount percentage must remain firm for each year of the contract, including any extensions. Bidders must also provide line item pricing for all Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments on Tab E. (Although the discount percentage is the determinative price for Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments, the item pricing will be required to implement any awarded contract.) The Bidder’s Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments price to University Hospital must remain firm for the first three (3) years of the contract.
contract. Thereafter, the Bidder’s Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments price to University Hospital may only be increased at the maximum 3% per extension year.

8.2.3 Bidders must provide a percentage discount price from the most current manufacturer’s list price for new Implantable Devices which will become available after the bid is awarded, also on the Catalog Discount Pricing tab of the Excel Price Sheet (see Attachment C). The Bidder’s stated discount percentage must remain firm for each year of the contract, including any extensions.

8.2.4 Bidders which are contracted vendors under the current RFP contracts, UH-P14-011 and UH-P14-011-Supplemental, or any other current agreement or contract should submit the current contract price as requested on the Firm Fixed Item Pricing tab and the Ancillary and Tool Item Prices tab of the Excel Price Sheet (Attachment C).

8.2.5 Bidders which currently sell Implant Devices to University Hospital, whether under contract or not, should submit data regarding sales of all Implantable Devices to University Hospital during the hospital’s Fiscal Year 2018 (the period from July 1, 2017 through June 30, 2018) as requested on the Firm Fixed Item Pricing tab and the Ancillary and Tool Item Prices tab of the Excel Price Sheet (Attachment C).

8.3 Spine Implants

8.3.1 Capitated Pricing - As noted in Section 1.2.4.1, a comparison of functionally equivalent items has revealed significant pricing disparities across all Spine vendors. With support from our surgeons and C-Suite leadership, UH has created a capitated pricing program for Spine Implants that will provide our surgeons with access to the quality products needed to appropriately care for our patients, while providing vendors with continued access to our hospital. Spine Implant pricing must be submitted on Attachment D, which includes the capitated pricing table as Tab F. The Capitated Pricing Table shows the maximum amount that UH expects to pay for the most commonly used spinal Implantable Devices and Construct devices.

8.3.2 Bidders must provide firm, fixed, Dollar pricing for all available Implantable Devices on Tab C - Firm Fixed Item Pricing, of the Excel Price Sheet (Attachment D). Bidders must review the Tab F - Capitated Pricing Table, and take these capitated prices into account in providing their firm, fixed pricing proposal. The Bidder’s individual Implantable Device price to University Hospital must remain firm for the first three (3) years of the contract. After completion of the first three (3) years of the contract, the Bidder’s Implantable Device price to University Hospital may only be increased a maximum of 3% per extension year. Any extension of this contract will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital.

8.3.3 Bidders must provide a percentage discount for all available Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments on the Catalog Discount Pricing tab of the Excel Price Sheet (Attachment C). Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments
Tools/Instruments are not subject to Capitated Pricing. The Bidder’s stated discount percentage must remain firm for each year of the contract, including any extensions. Bidders must also provide line item pricing for all Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments on Tab E. (Although the discount percentage is the determinative price for Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments, the item pricing will be required to implement any awarded contract.) The Bidder’s Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments price to University Hospital must remain firm for the first three (3) years of the contract. Thereafter, the Bidder’s Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments price to University Hospital may only be increased at the maximum 3% per extension year.

8.3.4 Bidders must provide a percentage discount price from the most current manufacturer’s list price for new Implantable Devices which will become available after the bid is awarded, also on the Catalog Discount Pricing tab of the Excel Price Sheet (see Attachment C). The Bidder’s stated discount percentage must remain firm for each year of the contract, including any extensions.

8.3.5 Bidders which are contracted vendors under the current RFP contracts, UH-P14-011 and UH-P14-011-Supplemental, or any other current agreement or contract should submit the current contract price as requested on the Firm Fixed Item Pricing tab and the Ancillary & Tool Item Prices tab of the Excel Price Sheet (Attachment D).

8.3.6 Bidders which currently sell Implant Devices to University Hospital, whether under contract or not, should submit data regarding sales of all Implantable Devices to University Hospital during the hospital’s Fiscal Year 2018 (the period from July 1, 2017 through June 30, 2018) as requested on the Firm Fixed Item Pricing tab and the Ancillary & Tool Item Prices tab of the Excel Price Sheet (Attachment D).
9.0 **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”.

- Ownership Disclosure Form:
  [https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf](https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf)

- Disclosure of Investment Activities in Iran Form:

- Terms and Conditions – Attached

- Attachment C, Pricing (or, for Spine, Attachment D), which should be submitted as both an Excel spreadsheet and a PDF file.

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

- Certificate of Employee Information Report:

- Business Associate Agreement - Attached

- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form:
  [https://www.state.nj.us/treasury/purchase/forms/oe134/Chapter51.pdf](https://www.state.nj.us/treasury/purchase/forms/oe134/Chapter51.pdf)

- Certificate of Liability Insurance

- Business Registration Certificate (BRC)- The bidder **must** be registered prior to award of the contract: [http://www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml)

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. PURPOSE

To outline goals and action plans to support and enhance University Hospital's vendor base toward eradicating racial, ethnic, and gender discrimination from society at large through the New Jersey Set-Aside Program.

II. DEFINITIONS

Vendor Diversity Program - University Hospital's commitment to ensure that a fair percentage of the total purchases for supplies, equipment, services, and construction is placed with, small businesses which include minority and women-owned businesses. University Hospital has established a 25 percent goal for Small Businesses.

Small Businesses - A small business is now defined as having its principal place of business in New Jersey, gross annual revenues of $12 million or less and no more than 100 full time employees.

A. New Jersey Business – this may be calculated in one of two ways:

1) 51% or more of its employees work in New Jersey as evidenced by payment of New Jersey unemployment taxes; or
2) 51% or more of its business activities take place in New Jersey as evidenced by payment of New Jersey income/business taxes.

B. 100 or fewer employees – a sole proprietorship, partnership or corporation having 100 or fewer employees, not including seasonal and part-time employees who work less than 90 days annually, if seasonal and part-time employees are normal to the industry. This does not include a consultant engaged by the business for work to be performed on a contract not related to the contract for which the small business is seeking eligibility.

C. Gross annual revenues may not exceed $12 million.

Construction Contract - any contract involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, demolition, repair or other changes or improvements of any kind whatsoever of any structure or facility. The term also includes the supervision, inspection and other on-site functions incidental to actual construction.
III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:
   
   a. As part of its Supplier Diversity Program encompassing small businesses, University Hospital is committed to actively and affirmatively seek diverse business relations. The goal is to ensure that an equitable portion of University Hospital's total purchases for construction, goods, equipment and services is placed with diverse businesses. Vendors are to complete the Sub-Contractor Utilization Report in order to comply with target goals set by University Hospital.

   b. All academic, healthcare and administrative units of University Hospital are encouraged to consider vendor diversity in their purchases.

2. UH Vendor Diversity Program Goals and Targets:

   A total of 25% of all contracts should be awarded to registered small businesses; which include minorities and women:

   10% to firms whose gross annual revenues do not exceed $500,000  
   10% to firms whose gross annual revenues do not exceed $5 million  
   5% to firms whose gross annual revenues do not exceed $12 million

   A small business may be registered in one of three categories, based upon its annual gross revenues. These categories are:

   - up to $500,000  
   - up to $5 million  
   - up to $12 million

3. Program Requirements

   Public contracting entities are now subject to meeting a 25% minimum overall goal collectively for the three categories of small business.

4. New Reporting Requirement

   Public contracting authorities must now report annually on their outreach efforts.
5. **Important Process Change**

In order to be eligible to bid, a firm must now be registered as a small business as of the date of the bid opening. This is a change from previous requirements, which required a firm to have submitted an application one-day prior to bid opening.

6. **Other UH Policies and Procedures:**

UH Vendor Diversity Program requirements shall apply to all other policies and procedures of UH Department of Purchasing Services.

**B. Responsibilities**

All departments are responsible for integration of supplier diversity into their operations.

Revised 1/23/04
8/23/05
# Small Business Sub-Contractor Utilization Report

<table>
<thead>
<tr>
<th>Project Name</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Date</td>
<td>Purchase Order #</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td></td>
</tr>
<tr>
<td>Representative</td>
<td></td>
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<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sub-Contractor/Vendor Name</th>
<th>Type: __</th>
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</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
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<tr>
<td>* Amt. $ Pd. To Sub-contractor</td>
<td></td>
</tr>
<tr>
<td>Scope/Type of Service</td>
<td></td>
</tr>
<tr>
<td>Fed. ID #</td>
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<tr>
<td>Scope/Type of Service</td>
<td></td>
</tr>
<tr>
<td>Duration period of Sub-Contract</td>
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</tr>
</tbody>
</table>

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

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

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Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments

81
This Business Associate Agreement
Is Related To and a Part of the Following
Underlying Agreement:

Effective Date of Underlying Agreement:_______
Vendor: ______________

Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into as of _______ (“Effective Date”) by and between University Hospital, a body corporate and politic, and an instrumentality of the State of New Jersey, having its principal offices at 150 Bergen Street, Newark, New Jersey 07103 (hereinafter referred to as “Covered Entity”) and ____________, having its principal offices at ______________ (hereinafter referred to as “Business Associate”) (the “Covered Entity” and “Business Associate” hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

The Parties also have entered into a __________ made effective on __________ (“Underlying Agreement”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

WITNESSETH

WHEREAS, the purpose of this BAA is to satisfy certain requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (“HITECH”), and associated federal rules that requires the Covered Entity to obtain written assurances from the Business Associate that the Business Associate will appropriately safeguard protected health information (“PHI”) as defined under the HIPAA Rules referenced below; and

WHEREAS, the Business Associate recognizes and is willing to comply with the specific requirements pursuant to HIPAA, HITECH, and the Omnibus Final Rule (2013); and

WHEREAS, in connection with the Underlying Agreement, the Covered Entity has or shall engage the Business Associate to provide services involving the use or disclosure of PHI;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Underlying Agreement and contained herein, the Parties, intending to be legally bound, hereby agree as follows:

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments
1. Definitions

1.1. General. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Required By Law, Secretary, Security Incident, Subcontractor, and Unsecured PHI. Terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms are given when defined in the HIPAA Rules.

1.2. Specific Definition. “HIPAA Rules” shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services including, but not limited to, the HIPAA Privacy Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E); the HIPAA Security Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C); and the HIPAA Breach Notification Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D); all as amended by the HIPAA Omnibus Final Rule, and as otherwise may be amended from time to time.

2. Obligations and Duties of Business Associate

The Business Associate agrees to:

2.1. Not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

2.2. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3. In accordance with this Section 2.3, immediately report to the Covered Entity any use or disclosure of PHI by the Business Associate and/or its Subcontractors not provided for by this BAA of which it becomes aware, including, but not limited to, Breaches of Unsecured PHI as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. Upon discovery a Breach of PHI or a Security Incident, Business Associate shall provide immediate oral notification of the Breach or Security Incident to the Privacy Officer of the Covered Entity. Business Associate shall also provide written notification of the Breach to the Covered Entity, no later than five (5) days after discovery of the Breach or Security Incident, and the content of such notice shall be consistent with 45 CFR § 164.410. If Business Associate has been advised, orally or in writing, by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform the Covered Entity. Notwithstanding any other provision of this BAA, Business Associate agrees to reimburse the Covered Entity for any and all reasonable expenses (e.g., cost of mailing, media, credit monitoring, etc.) incurred by the Covered Entity in carrying out the obligations of the Covered Entity under the HIPAA Rules.
to notify individuals affected by a Breach or Security Incident of Business Associate or its Subcontractor.

In the alternative and upon agreement of the Parties, Business Associate may directly undertake all or parts of such obligations and expenses in lieu of the herein provided reimbursement.

2.4. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or a Subcontractor of Business Associate, in violation of the requirements of this BAA, and consult with the Covered Entity regarding such mitigation.

2.5. In accordance with 45 C.F.R. §§164.502(e) (1) (ii) and 164.308(b) (2), if applicable, Business Associate shall require any subcontractors (including, without limitation, independent contractors or agents, (“Subcontractor”)) that create, receive, maintain, or transmit PHI on behalf of the Business Associate to enter into a written agreement with Business Associate whereby Subcontractor agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI. Such agreement shall identify the Covered Entity as a third-party beneficiary with rights of enforcement in the event of any violations. If Business Associate discovers a material breach or violation of the agreement between itself and any Subcontractor, Business Associate must require the Subcontractor to correct the violation, or terminate said agreement. The Business Associate shall be permitted to engage the use of a Subcontractor to perform or assist in the performance of the services that involve use or disclosure of PHI to the Subcontractor or creation of PHI by the Subcontractor only if approved in writing by the Covered Entity.

2.6. Make available PHI in a Designated Record Set to the Covered Entity or, as directed by the Covered Entity, to an Individual as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.524, no later than thirty (30) days from the date on which the Covered Entity makes the request. Business Associate agrees, upon the direction of the Covered Entity, to provide an Individual with a copy of his or her Electronic Health Record in electronic format.

2.7. Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.526, no later than fifteen (15) days from the date on which the Covered Entity makes the request.

2.8. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.528.

2.9. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
2.10. Make its internal practices, books, and records available to the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.

2.11. In the event the Business Associate receives a request from an Individual in connection with any of such Individual’s PHI (whether a request for access, amendment, accounting of disclosures or any other request of any nature or description), the Business Associate shall immediately notify the Covered Entity of such request and cooperate with the Covered Entity’s instructions in responding to such request.

2.12. The Business Associate shall immediately cooperate with the Covered Entity to amend, restrict or change any use or disclosure of any Individual’s PHI in the Business Associate’s control or within the control of a Subcontractor.

2.13. Business Associate shall implement and use such technologies and methodologies, including without limitation, Encryption and Destruction, which the Secretary of HHS identifies from time to time as rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals, as appropriate to safeguard PHI.

3. **Permitted Uses and Disclosures by Business Associate**

3.1. Except as otherwise limited in this BAA, Business Associate may use and/or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such uses and/or disclosures would not violate the requirements of the HIPAA Rules, if done by Covered Entity.

3.2. Since the Business Associate is providing or shall provide services as necessary to perform its obligations to the Covered Entity as set forth in the Underlying Agreement that may involve the receipt, creation, or other uses of any nature or description of PHI, the Business Associate agrees, except as otherwise provided in this BAA, to use or disclose PHI only as necessary to perform the Services for the Covered Entity.

3.3. The Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity’s Minimum Necessary policies and/or procedures.

3.4. The Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required By Law, or the Business Associate obtains the following:

3.4.1. Written approval from the Covered Entity; and

3.4.2. Reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and (ii) the person will immediately notify...
the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

3.5. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity if requested by the Covered Entity in writing.

3.6. The Business Associate shall not use de-identified PHI in any manner without the express written authorization of the Covered Entity.

4. **Remedies in Event of Breach; Indemnification**

4.1. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity and to its business, in the event of a breach by Business Associate of any covenants, duties, obligations and assurances in this BAA, and further agrees that remedy at law for any such breach may be inadequate and that damages resulting therefrom are not susceptible to being measured in monetary terms. In the event of any such breach or threatened breach by Business Associate, Covered Entity shall be entitled to (i) immediately enjoin and restrain Business Associate from any continuing violations and (ii) reimbursement for reasonable attorneys’ fees, costs and expenses incurred as a proximate result of the breach. The remedies in this Section 4 shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

4.2. Business Associate shall defend, indemnify, and hold Covered Entity and Covered Entity's owners, governors, trustees, shareholders, members, partners, directors, managers, officers, employees, agents, representatives, successors and assigns (collectively, the “Covered Entity Parties”) harmless from and against any and all claims, demands, losses, expenses, costs, obligations, damages, liabilities, of any nature or description including, without limitation, interest, penalties and reasonable attorneys’ fees which the Covered Entity Parties may incur, suffer or sustain, which arise, result from or relate to any breach of or action by Business Associate or a Subcontractor to perform any of such party’s representations, warranties, covenants, or agreements under this BAA. The obligations of Business Associate under this Section shall survive termination of this BAA.

5. **Term and Termination**

5.1. **Term.** The term of this BAA shall commence on the Effective Date of the BAA and shall terminate upon the expiration of the Underlying Agreement, provided that if it is infeasible to return or destroy PHI in a manner rendering it unrecoverable after termination of the BAA, Business Associate will continue to safeguard the PHI in accordance with Section 5.3 below.

5.2. **Termination by Covered Entity.** The Covered Entity may terminate this BAA upon five (5) days’ written notice, if the Covered Entity determines that the Business Associate has violated a material term of this BAA and the Business Associate has not cured the breach to the satisfaction of the Covered Entity during then five (5) day notice period.
5.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, the Business Associate, with respect to PHI received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, shall: (i) retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities as approved by the Covered Entity in writing after the Covered Entity has an opportunity to consider whether any PHI must be reasonably retained by the Business Associate for such purposes; (ii) return to the Covered Entity or, if agreed to by the Covered Entity in writing, destroy the remaining PHI that the Business Associate and/or any Subcontractors still maintain in any form; (iii) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains any PHI as approved by the Covered Entity in writing; (iv) not use or disclose the PHI retained by the Business Associate (and ensure that any Subcontractors agree to also not use or disclose) other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this Section 5.3, and in accordance with all protections and restrictions on the use and disclosure of PHI as contained in this BAA; and (v) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy the PHI) retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.4. Survival. The obligations of Business Associate under this Section 5 shall survive the termination of this BAA.

6. No Third Party Rights

Except as expressly provided in Section 2.5 above, nothing in this BAA, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, association, or legal entity other than the Parties, any rights, remedies or other benefits under or by reason of the BAA. Accordingly, no third party shall have the right to enforce the provisions of the BAA or any other document relating to this BAA.

7. Miscellaneous

7.1. Severability. In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect.

7.2. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

7.3. Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
7.4. Notices. Any notice required or permitted under this BAA to be given, unless otherwise specified, shall be made in writing and shall be sent either by hand delivery and/or by overnight mail through a courier with a reliable system for tracking delivery to:

To UNIVERSITY HOSPITAL

Name/Title: Privacy Officer
Office of Ethics & Compliance

Address: University Hospital
65 Bergen Street, Suite 1214
Newark, NJ 07101-6750

To BUSINESS ASSOCIATE

Name/Title:

7.5. Assignment. This BAA applies to the services being provided by Business Associate and may not be assigned without the written consent of Covered Entity. An agreement with a Subcontractor that complies with the requirements of this BAA shall not be an assignment for the purposes of this BAA.

7.6. Governing Law; Venue. This BAA shall be governed by, construed, interpreted and enforced under the laws of the State of New Jersey, without regard to its choice of law provisions.

7.7. Modification. This BAA may only be modified by a writing signed by the Parties. The Parties agree to take such action subsequent to this BAA as necessary to amend the BAA from time to time as necessary for the Parties to comply with the requirements of any applicable law.

7.8. Headings. Section headings contained in this BAA are for convenience or reference only and shall not be deemed a part of this BAA or have any binding legal effect.

7.9. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signatures begin on the next page)
IN WITNESS WHEREOF, the Parties hereto agree to the above as written.

COVERED ENTITY:  UNIVERSITY HOSPITAL

By: _________________________
Name: _________________________
Title: _________________________
Date: _________________________

BUSINESS ASSOCIATE:

By: _________________________
Name: _________________________
Title: _________________________
Date: _________________________

Rev. 3/22/2018

Request for Proposal: (RFP # UH-P19-008) Implantable Devices, Ancillary/Supplemental Supplies and/or Parts and Implant Tools/Instruments

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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 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 University Hospital's Code of Conduct and University Hospital’s Stark Law and Anti-Kickback Statute Policies and Procedures. University Hospital's Code of Conduct is available at http://www.uhnj.org/compliance.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and University Hospital" available at

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shall comply with University Hospital's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

1.5. **Anti-Discrimination**


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 University Hospital 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 University Hospital 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. **Equal Opportunity Employment**

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

1.11. **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 University Hospital’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 University Hospital’s

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terms and conditions will prevail, unless the contractor is notified in writing of University Hospital’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 University Hospital.

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 University Hospital’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 University Hospital’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 University Hospital’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 University Hospital’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 University Hospital, 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; University Hospital to be named as additional insured ATIMA with respect to services provided by contractor pursuant to the proposal or contract.

Additional Insured - University Hospital’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.

University Hospital’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 University Hospital’s with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until University Hospital’s is in receipt of said certificate.

5. MISCELLANEOUS TERMS

5.1. Termination of Contract

5.1.1. Change of Circumstances

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

In the event of such termination, the Contractor shall furnish to University Hospital’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, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Executive Director of Supply Chain Management may terminate the contract upon ten (10) days’ notice to the Contractor with an opportunity to respond.

Where a Contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping, etc., so that the Executive Director of
Supply Chain Management is repeatedly required to use the complaints procedure in N.J.A.C. 17:12 4.2 et seq. the Executive Director 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 University Hospital’s upon formal acceptance, regardless of when or where University Hospital’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 University Hospital.

5.4. Increased or Decreased Quantity

University Hospital 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

University Hospital’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

University Hospital’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 University Hospital’s for the goods and services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by University Hospital’s.
Vendors may propose a discount for payments made before the 45 day period. University Hospital’s may exercise the discretion to take advantage of such early payment terms.

5.6.1. **Availability of Funds**

University Hospital’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 University Hospital’s for payment of any money shall arise unless funds are made available each fiscal year to University Hospital’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 University Hospital 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, University Hospital. 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 University Hospital; or, (c) an irrevocable letter of credit drawn naming University Hospital as beneficiary, issued by a federally-insured financial institution.

The performance security must be submitted to University Hospital 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 University Hospital 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 University Hospital. 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 University Hospital 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 University Hospital 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 University Hospital 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 University Hospital.

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, University Hospital 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 University Hospital upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions, and shall also be made available to the New Jersey Office of the State Comptroller upon request.

5.12. **Auditing**

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

5.13. **Contractor Reporting**

University Hospital 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 University Hospital 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, University Hospital 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, University Hospital 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, University Hospital 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 University Hospital may authorize in writing) after receipt of notice from University Hospital specifying such failure or refusal, University Hospital 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, University Hospital may dispose of the non-conforming supplies for the Contractor's account in a reasonable manner, in which case University Hospital 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 University Hospital provided in this clause are in addition to and do not limit any rights afforded to University Hospital 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 University Hospital, the Contractor shall furnish for approval by University Hospital full information concerning the material or articles (including, but not limited to, items such as Safety Data Sheets [SDS]), 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

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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 University Hospital.

5.18. **Price Fluctuation During Contract**

Unless otherwise approved in writing by University Hospital, 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, University Hospital 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 University Hospital.

“F.O.B. Destination” does not cover “spotting, but does include delivery on the receiving platform at any destination within University Hospital, 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 University Hospital shall govern.

5.20. **Non-Exclusivity**

The contract is non-exclusive and University Hospital 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 University Hospital director, officer or employee as defined by N.J.S.A. 52:13D-13(b) 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. 52:13D-13(i), of any such University Hospital 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. 52:13D-13(g).

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University Hospital 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 University Hospital 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 University Hospital 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. 52:13D-13(g). 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 University Hospital 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 University Hospital 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 University Hospital 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 University Hospital 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. University Hospital 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 University Hospital, 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 University Hospital. 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 University Hospital’s terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification, or exception in University Hospital’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 contact 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 University Hospital 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 University Hospital, 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 University Hospital 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 Failure to submit with the proposal an Ownership Disclosure Form and Disclosure of Investment Activities in Iran Form.

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

3.4 University Hospital’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 University Hospital 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

University Hospital reserves the right to require the bidder/Contractor to submit samples for approval. University Hospital 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 University Hospital.

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 University Hospital at the time of bid submission.

Sample(s) delivered shall be tagged indicating the name of the bidder; University Hospital 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 University Hospital; or,
(c) An irrevocable letter of credit drawn naming University Hospital as beneficiary issued by a federally-insured financial institution.

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

(a) Issue an award notice for those offers accepted by University Hospital; 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 University Hospital. In case of default, University Hospital 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 University Hospital.

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 University Hospital.

“F.O.B. Destination” does not cover “spotting,” but does include delivery on the receiving platform at any destination within University Hospital, 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 University Hospital 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.
EXHIBIT A

UNIVERSITY HOSPITAL
STANDARD TERMS AND CONDITIONS

Acknowledged and agreed to by:

Name of Firm: ____________________________________________________

By: _____________________________________________________________

Name and Title: __________________________________________________

Date: ______________________________
Dear Vendor:

As a State Agency, New Jersey State Regulations N.J.A.C. 17:27 requires us to obtain documentation regarding our vendors’ “Affirmative Action” status. In order for us to be in compliance and do business with your company for the procurement of goods and services, it will be necessary for you to provide only one of the following documents with your bid/proposal response.

A State of New Jersey “Certificate of Employee Information Report Approval,” or

A Form AA/302 Affirmative Action Employee Information Report, with proof your request has been sent to the State for the certificate.

Please understand the importance of this request. Although you may have already submitted this information, our files must be updated annually with current employment statistics. Your noncompliance of this request may result in suspension of any future business with your company.

Sincerely,

Purchasing Services