

REQUEST FOR PROPOSAL (RFP)

TITLE: ORACLE ERP IMPLEMENTATION PARTNER

RFP NUMBER: UH-P25-011

DATE ISSUED: JUNE 13, 2025

**DATE PRE-BID
QUESTIONS DUE:** JUNE 27, 2025

DUE DATE: JULY 24, 2025, By: 2:00 PM

LOCATION: UNIVERSITY HOSPITAL
DEPARTMENT OF PURCHASING SERVICES

Hand Delivery:
65 Bergen Street, GB130
Newark, New Jersey 07103

Delivery by UPS/FEDEX/DHL etc:
191 S. Orange Ave
Newark, New Jersey 07103

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

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

BIDDER NAME: _____

BIDDER REPRESENTATIVE:

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NO.: _____

EMAIL: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER'S AUTHORIZED SIGNATURE

PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # P25-011 for ORACLE ERP IMPLEMENTATION PARTNER SERVICES

- A) This is a public sector RFP, the underlying premise of which is a “level playing field” for fair competition among all participating bidders. Public sector rules and requirements may differ significantly from those in the private sector. UH evaluators and Purchasing Services, as well as bidders, must meet certain requirements in order for an award to be issued. Some examples:
- 1) Ensure your bid proposal is complete and includes all required documents. See RFP Sections 1.0, 3.0, 5.0, 8.0, and 9.0. Note regarding section 9.0: make any objections to insurance requirements known immediately, **before bid opening**.
 - 2) If your bid proposal takes exception to UH payment terms (45 days), your proposal likely will be determined to be non-responsive. UH may accept shorter payment terms with additional discounts (e.g., 2%/30 days).
 - 3) Sign and submit your bid proposal in a sealed package.
 - 4) Identify your bid package as stated in the RFP to help avoid loss or accidental opening.
 - 5) Submit your bid proposal to Purchasing Services by the prescribed opening time and date. Any late bids will be disqualified. Purchasing Services is not responsible for any bids that arrive late. Suggestion: send your bid in time for delivery to Purchasing Services a day or two earlier than specified in the RFP and track your shipment.
 - 6) Initial handwritten changes, if any, prior to sealing and submitting your bid.
 - 7) Other than procedural questions (e.g. directions to Newark) all questions must be posed using the protocol established in the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to any bidder.
- B) **Forms** – Problems (e.g. missing, incomplete) with forms are a primary cause of bid rejection. Determine in advance whether you have all necessary forms. Obtain any missing forms. Review to ensure you have all necessary forms, complete all of the forms and submit them with your proposal. RFP **Section 9.0** describes requirements, 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 attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will preclude the award of a contract.
 - 3) The Affirmative Action (AA) Certificate – Previously the AA 302 form, which provides racial and ethnic hiring and working statistics, was the only AA document required to be submitted with a bid proposal. Currently AA requires the AA 302 Form and certification of its submission to the state of New Jersey. Certification requires a \$150.00 fee to the state. Without certification you may 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 AA to obtain certification are in Section 9.0 of the RFP.
 - 4) Business Associates Agreement - Any deviation from UH Business Associate Agreement **may** be accepted but because of the process including legal review, any potential award will be delayed significantly.
 - 5) MacBride Principles Certification – The Bidder must certify, pursuant to N.J.S.A. 52:34-12.2, compliance with a). the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5, b). the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and c). the bidder must permit independent monitoring of their compliance with those principles A bidder/offeror

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

By signing the RFP Signatory Page, the bidder/offeror certifies that either:

- a. The bidder has no operations in Northern Ireland; or
 - b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.
- 7) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form will preclude the award of a contract to Bidder.
- 8) The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

C) **Exceptions** – Exceptions to the RFP specifications are the most serious form of non-compliance/non-responsiveness. Material exceptions have one cure – withdrawal of the exception by the bidder. 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 without withdrawal the bidder will ultimately be disqualified.

REVIEW:

- 1) Read and understand the entire RFP.
- 2) Follow instructions as presented above and in the following sections of the RFP.
- 3) Sign everything that requires signing.
- 4) Enclose all required documents and forms in your bid package.
- 5) Label the bid package correctly.
- 6) Submit the bid package ahead of time.
- 7) Take no exceptions.

1. INFORMATION FOR BIDDERS

1.1. Purpose and Intent of the Procurement

1.1.1. Purpose

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

UH is soliciting responses to its request for an Enterprise Resource Planning (hereinafter referred to as "ERP") implementation partner (hereinafter referred to as "Partner") and implementation services. Partner services include ERP technical implementation, change management, business process design, and resource plan (vendor and client).

UH has evaluated ERP software options and has chosen Oracle as the vendor of choice to provide software for the enterprise. UH now seeks through this RFP to contract with an implementation partner for the Oracle deployment.

The UH vision is to optimize operational performance and elevate patient care by creating a collaborative culture, enhancing data-driven decisions, creating efficiencies, and empowering our workforce to meet current and future needs through the Oracle cloud ERP system.

UH is committed to leveraging and embracing new technologies by transforming our business processes to meet the future needs of the organization, improve performance, and make timely operational decisions. By implementing Oracle, UH will address the following opportunities:

- Fully leverage an integrated cloud system to automate processes, create efficiencies, improve data transparency, and revolutionize reporting across the organization
- Create a culture that embraces proven best practices and consistent business processes
- Unlock value from data to drive decision-making; and deliver the right experience across all functional areas
- Meet and support key functionality requirements including cost accounting
- Enhance supply chain and inventory planning and flow to support clinical and patient needs
- Track activity and make data available to identify and support cost savings
- Clarify and standardize organizational policies and procedures, including workflows
- Reduce inefficiencies and eliminate workarounds due to time spent on manual tasks
- Provide timely, accurate data so that business decisions can be made effectively and efficiently

This will enable more focus on patient care with performance-based accountability driven by trusted data, and the flexibility to support future growth and initiatives. UH anticipates that by implementing a cloud-based solution that is secure, resilient, and fully supported, Oracle will alleviate the institution's administrative burden on software fixes/upgrades and hardware refreshes.

1.1.2. Intent

It is UH's intent to award this contract to one firm which will be responsible for partnering with UH as it implements Oracle ERP solution as outlined in Section 3, Scope of Work of this RFP.

UH has identified Strategic Intents and Program Objectives when considering the replacement of our current systems for Finance, Human Resource and Supply Chain functionality. Vendors should consider the following and how implementation services may support these intents and objectives.

- Transition to a highly integrated and aligned health system

- Maximize financial performance
- Support Service Line Growth
- Operational efficiencies – Consolidate, Integrate, Simplify, and Standardize
- Business Intelligence - Share quality data across the organization in a timely manner
- Continuous Optimization and Flexibility
- Collaborative Culture with Guided Autonomy
- Technology Resilience and Rationalization
- Fiscal and Fiduciary Responsibility
- Support future growth – organic and acquisition.

The implementation partner must support UH's business transformation by providing expertise in project management, business process transformation, organizational change management, and Oracle Cloud ERP implementation delivery. The project is anticipated to take approximately 24 months and will include a pre-design readiness stage, design / prototype iterations, organizational change management, testing, deployment readiness, go-live, and system stabilization. Plans should anticipate solution delivery on time, on budget, Attachment 3 lists the Finance, Supply Chain and Human Capital Management (HCM) Oracle modules that UH will implement.

1.2. Background

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

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

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

Project Background

System Replacement: Unless otherwise specified, University Hospital anticipates the following systems to be replaced by functionality in the ERP system; however, depending on scope, system capability, and solution design, other areas not listed below may also be impacted.

Functional Area	Function	Current System
Finance	Core Financials, Accounts Receivables	Banner
Finance	Accounts Payable	Banner
Finance	Procurement	Jaggaer (Marketplace), Banner
Finance	Grants and Research Accounting (post award)	Banner
Finance	Banking and cash management	Banner
Finance	Travel and Expense Reimbursement	Banner (ChromeRiver)
Finance	Capital Projects	Banner
Finance	Asset Management	Banner
Finance	Financial Reporting	Banner
Finance	Time & Attendance	Infor WFM, Ansos
Finance	Payroll	Banner

Finance	Document Imaging and Recognition	Hyland Brainware and ImageNow
Finance	Check Production and Distribution (AP/Payroll)	Evisions
HCM	Compensation	Banner
HCM	Core HR	Banner
HCM	Position Management	Banner
HCM	Recruiting/Applicant Tracking System	iCIMS
HCM	Onboarding	Banner
HCM	Benefits	Banner/State of NJ
HCM	Talent Management	ICIMS
HCM	Learning Management	HealthStream
Bi/Reporting	<ul style="list-style-type: none"> Executive Reporting and Dashboards Regulatory and financial Reporting Ad Hoc Reporting 	Evisions, ePrint, Access and Excel

Legacy System Migration: UH's current Banner database for HR/Payroll/Finance is approximately 790 GB. Migration (or conversion) of Banner data into Oracle will need to be assessed and migrated where deemed necessary. Additionally, other systems may also require data migration. (Attachment C).

Integrations: UH's ecosystem of point solutions will require an analysis of impacted UH systems and an assessment of integrations which can be eliminated, and which will need to be rebuilt. As UH has begun transitioning key integrations to leverage the capabilities of Oracle, many of the more straightforward integrations will be greatly simplified. UH would look to the implementation partner to assist with integration build as well as determining what the appropriate technical tools approach should be, leveraging the Oracle investment to its full potential. Single Sign on MFA is required.

System Automation: UH wants to optimize processes by embracing latest technology such as AI-powered solutions, digital assistants (chatbot), mobile functionality, and blockchain functionality. As business processes are redesigned, these concepts should be baked in where they can provide value to the organization.

Relevant UH Statistics

The following table provides information related to UH's financials and current volume and metric data for scoping, sizing, and pricing.

Key Statistics	FY24
UH Fiscal Year	July 1 - June 30
Legal Entities / Companies	2 (University Hospital and Broadway House)
Number of EINs	2
Number of Banks	2 (TD Bank & Bank of America)
Number of Bank Accounts	10 Accounts set up in Banner
Departments / Cost Centers	612 (Active indices in Banner)
Annual Budget Versions	Approximately 3-5 revisions
Number of Accounts Added Per Year	Approximately 1-2
Number of Indices (Cost Centers) Added Per Year	Approximately 10-12
Fixed Assets	14300
Expected Number of Asset Additions Per Year	400
Total Number of FTE	3462
Number of Contingent Employees (non-payroll)	568

Number of Legal Entities / Companies Added Per Year	N/A
Number Invoices Paid FY24	63,223
Number of AP Clerks	8
Pages of Invoices Scanned FY24	64,014
Payment Distribution by Type	4 (ACH, Direct Deposit, Check, 3rd Party)
Number of Receiving Locations	4
Number of PAR Locations	75
Number of Requisitions FY24	83,014
Number of Annual PO(s) FY24	30,044
Number of Vendor Contracts in Jaggaer	1158

UH Number of Users

UH User Count	Quantity		
Human Resources (Benefits)	30		
Payroll	8		
ERP – Finance, AP, etc.	60		
EPM – Planning and Budgeting	5		
SCM – Procurement & Materials Mgmt	39		
Employees (4071)	Full time: 3668	Part Time: 5	Per Diem: 398
Total # Guests and Associates	4254		

1.3. Key Events

1.3.1. Questions and Inquiries

It is the policy of UH 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, GB130
NEWARK, NEW JERSEY 07101-6750
ATTN: Jennifer Eliopoulos
Buyer's Email: eliopoje@UH.org

1.3.1.1. Cut-Off Date for Questions and Inquiries

A mandatory Pre-bid Conference will **not** be required for this procurement. Written questions must be delivered to the Department of Purchasing Services via e-mail at: uhpurchasing@uhnj.org and eliopoje@uhnj.org. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance as possible. This request is made so that answers can be prepared in a timely manner for the addendum. Questions should be posed in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Questions should be submitted in the following format:

Page #	Section #	Question
5	1.1	What do you mean by...?

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

Cut-off date for questions and inquiries relating to this RFP is: JUNE 27, 2025, BY 12:00 PM.

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

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

1.4. Additional Information for Bidders

1.4.1. Revisions to this RFP

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

The cut-off date for questions and inquiries concerning the RFP is stated in Section 1.3.1.1. If any addendum is issued for this procurement, it will be distributed to all bidders who were sent the RFP and will be posted on the UH Bidding Opportunities webpage, which can be found here: <https://www.uhnj.org/contact-us/doing-business-with-uh/bidding-opportunities/>

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 <https://www.uhnj.org/contact-us/doing-business-with-uh/> regularly and obtain all addenda that may be issued to bid specifications. UH is not responsible for direct distribution of addenda posted on the web site to all vendors who desire to submit a proposal.

1.4.3. Issuing Office

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

1.4.4. Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5. Cost Liability

UH assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6. Contents of Bid Proposal

All information submitted by bidders in response to a bid solicitation is considered public information, except as may be exempted from disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. As such, all bid proposals are generally available for public inspection after contract award.

If a bidder believes that information contained in a submission should be exempt from public disclosure, the bidder should designate the information as such for the Hospital's consideration. UH reserves the right to make the final determination and will advise the bidder accordingly.

In the event of a challenge to the bidder's designation of confidential/proprietary materials, the bidder shall have sole 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, MacBride Principles Certification, Disclosure of Investment Activities in Iran Form, Certification Regarding Prohibited Activities in Russia or Belarus, and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.9. Diverse and Local Contracting

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

1.4.10. Bid Bond

Not applicable under this RFP.

1.4.11. HIPAA Compliance

This agreement involves the access to Protected Health Information. Thus, the willing bidder will be required to complete a Business Associate Agreement, consistent with the requirements of the Health Insurance Portability and

Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (“HITECH”), the Health Information Electronic Data Interchange Technology Law (HINT) and associated federal rules and regulations. This requirement is a precondition of entering into a valid and binding contract. Further, the Contractor agrees that throughout the term of its agreement with University Hospital, the Contractor shall be in full compliance with these laws and the regulations implementing them, and that all requirements set forth in the regulations are deemed incorporated as material terms of its agreement with University Hospital as if fully set forth herein.

1.4.12. Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. This requirement extends to all named subcontractors. Proof of bidder’s and subcontractors’ 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>

1.4.12.1. Definitions

For the purpose of the section, the following definitions shall apply:

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency.

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or University Hospital, any county college, or any local unit.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

1.4.12.2. Requirements Regarding Business Registration Form

A contractor should submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current

addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Executive Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.4.13. 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. 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. Definition specific to this RFP:

“Acceptance Criteria” – Denotes the conditions under which the ERP system will be deemed ready for deployment and final acceptance by UH.

“Business Process Reengineering (BPR)” – Denotes the process of analyzing and redesigning business processes to improve efficiency, often as part of the ERP implementation.

“Change Management” – Denotes the process of managing the human side of the ERP implementation, including communication, training, and support to help users transition to the new system.

“Configuration” – Denotes the process of setting up the ERP system using its built-in functionality and features to align with business processes.

“Customization” – Denotes changes made to the ERP software to meet the specific business requirements of UH, beyond the standard configuration at a minimum if any.

“Data Migration” – Denotes the process of transferring data from legacy systems to the new Oracle ERP system.

“Go-Live” – Denotes the date when the Oracle ERP system is fully operational and in use within UH.

“Integration” – Denotes the process of connecting the Oracle ERP system with other existing software or systems, such as CRM, legacy systems, or third-party applications when applicable.

“Optical Character Recognition (OCR)” – Denotes the technology used to digitize and automate the capture and processing of data from physical documents.

“Project Timeline and Milestones” – Denotes the detailed schedule and key milestones for the implementation project, including dates for completion of phases like planning, design, testing, and go-live.

“Post-Implementation Review” – Denotes the process of evaluating the success of the Oracle ERP implementation after go-live to assess if the system meets the defined goals and objectives.

“Risk Management” – Denotes the process of identifying, assessing, and mitigating potential risks during the ERP implementation.

“Service Level Agreement (SLA)” – Denotes the agreement that specifies the vendor’s commitments regarding system uptime, support response times, and other operational metrics.

“Support and Maintenance” – Denotes the post-implementation services provided by the vendor, including system updates, bug fixes, troubleshooting, and user support.

“System Integrator (SI)” – Denotes third-party vendor or company that specializes in the integration of various systems, software, and hardware to ensure that the ERP solution works seamlessly with existing business systems and infrastructure.

“Testing Phase”- Denotes the different stages of testing (e.g., unit testing, integration testing, system testing, UAT) during the implementation process.

“Training” – Denotes the instructional programs for end-users to familiarize them with the Oracle ERP system and its functionalities.

“User Acceptance Testing (UAT)” – Denotes the phase in the implementation process where end-users validate that the system meets business requirements and is ready for deployment.

3. SCOPE OF WORK

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

If any requirements cannot be fulfilled the bidder must explain why on a separate sheet identifying the Section # and Name in Section 7 of the RFP.

The inability of a bidder to fulfill a required specification may result in the proposal being deemed non-responsive and rejected without further evaluation.

3.1. Program Objectives

- Industry-standard, commercial-off-the-shelf modular software solution that is configurable and requires few, if any, third-party components, or modifications to the software to meet UH's needs
- Operate within a modern cloud architecture and security structure
- Provide functional solutions that leverage "best-in-practice" processes
- Provides flexible organizational structure that allows for robust financial reporting and transaction processing across hospital entities, physician group practices, and other healthcare operations
- Provide flexible workflow capabilities across all modules
- Provide a high degree of configurable parameters instead of customizations
- Capable of automating and integrating functions currently requiring manual intervention
- Automate and reduce manual processes/data entry to reduce staff workloads
- Provide improved data analysis and reporting through intuitive, customizable reporting tools and modern analytical toolsets with minimal training required
- Provide robust employee and manager self-service capabilities across multiple delivery methods
- Have fully integrated document management capabilities for OCR file scanning, storage, electronic forms processing, and workflows
- Can import and export data and reports from/to 3rd party systems
- Provide a reporting solution that integrates financial and statistical data from various sources with Cloud ERP financial data and generates consolidated financial statements and dashboards for executives
- Utilize intuitive user interface and reporting tools
- Provide and support identity management and authentication
- Contain robust audit capabilities that spans across all transactions and current/historical data
- Provide robust artificial intelligence (AI), machine learning, and digital assistant capabilities
- Compliance with Federal, State, and local laws and regulations
- Enable quick and easy development of reports, UI customizations and integrations to other systems
- Ensure Business Continuity of Critical Systems
- Shift data backup and disaster recovery to cloud vendor's technical support team
- Shift focus of shared service resources to process improvement employee enablement in lieu of system maintenance
- Improve data access; Provide data when it is requested and needed
- Improve Data Privacy Practices (Securing PII (Personally Identifiable Information))
- Improve data quality Promote confidence in data accuracy Provide better data for decision makers and stakeholders
- Improve Data Security Practices for Core Systems
- Visibility and transparency of external vendor data and processes
- Provide future strategic flexibility and support hospital growth

3.1.1. Project Scope

Contractor shall provide qualified personnel with technical expertise to support, configure and implement all purchased Oracle modules, which includes Finance, Human Capital Management (HCM) and Supply Chain Management (SCM). Refer to Attachment 2.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.

☐ Y (Yes) ☐ N (No)

3.2. Organizational Change Management (OCM)

Change management is comprised of elements that, when successfully integrated, will lead to a more positive adoption of modern technology systems. As changes in workflows are identified, it is important to ensure those impacted workflows are appropriately woven into training, communications, policy & procedure development, and user adoption efforts, as applicable.

UH recognizes the importance of the end user experience in all technology-enabled transformations. As such, organizational change management and successful user adoption are an essential component of technology implementation services.

UH wants to embed end-user experience throughout the implementation and ensure that how those end-users (physicians, nurses and nurse managers, administrators, and other UH employees) impacted are represented and considered as the modern technology impacts their workflows.

3.2.1. Contractor shall provide a detailed plan to establish stakeholder engagement, change readiness assessment, change and communication planning and training for OCM, which shall include:

- 3.2.1.1. Impact Assessment
- 3.2.1.2. Stakeholder Plan
- 3.2.1.3. Training Plan
- 3.2.1.4. Training Materials
- 3.2.1.5. Communication Plan
- 3.2.1.6. Updated Policies and Procedures
- 3.2.1.7. Adoption Plan
- 3.2.1.8. Readiness Checks
- 3.2.1.9. Timeline/Roadmap
- 3.2.1.10. Support plan

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

☐ Y (Yes) ☐ N (No)

3.3. Implementation Scope

Contractor shall implement the following Oracle modules:

3.3.1. Oracle Recruiting Cloud which consist of the implementation of Recruiting/ Onboarding including but not limited to applicant tracking, new hire onboarding automation (via Oracle Journeys), configuration of new hire forms, design/build of Career Site Configuration, reporting and metrics.

- 3.3.2. Core HR. Implementation of Core HR including but not limited to configuration of organizational structure, manager and employee self-service transactions, manager self-service transactions, approval workflow with up to 10 levels of approval, position management, organizational tree, use of multiple assignments, assignment pay definitions to support payroll and time and labor processing.
- 3.3.3. Benefits. Implementation of Benefits including but not limited to configuration of benefit programs, benefit plans, eligibility profiles, life events and employee self-service.
- 3.3.4. Absence. Implementation of Absence Management including but not limited to absence types, absence reasons, absence plans, approval rules and configuration of leave balances. Banking of overtime, as compensation time, is included in scope.
- 3.3.5. Oracle Time and Labor (OTL). Configuration and Implementation including HCM Group Configuration, OTL Rules and Timecard Layouts.
- 3.3.6. Payroll. Implementation of Payroll including but not limited to configuration of pay frequencies (biweekly, semimonthly and monthly), earnings elements, deduction elements, tax jurisdictions, banks for payroll payments, tax withholding rules, payroll calendars, payroll costing, payroll units, tax reporting, pay periods, 3 unemployment insurance rates, salary basis, garnishments, retro pay processing, payment methods, UH custom pay advices and checks with related ability to print both, self-service for tax elections (new hire and changes), payment methods and viewing slips online.
- 3.3.7. Oracle Guided Learning
- 3.3.8. Data Conversions from existing ERP and benefits management vendor. SI will be required to perform the number of mock conversion iterations required to ensure that all data has been converted accurately. UH and SI will agree upon the estimated number of mock conversions anticipated to ensure a successful HCM migration. Contractor shall be responsible for all conversion activities which will include, but are not limited, to the following:
- 3.3.8.1. Planning
 - 3.3.8.2. Data Cleanup Approach and Execution
 - 3.3.8.3. Data Mapping Review
 - 3.3.8.4. Specification Review
 - 3.3.8.5. Validation and Testing
- 3.3.9. Inbound and Outbound Integration (Information of UH's legacy data integration list is available in Attachment 4.)
- 3.3.10. Review and revision of business process documentation to ensure consistency with HCM cloud environment.
- 3.3.11. Provide UH with Testing/Acceptance Plan. The SI must test all configuration, modifications, interfaces, and data conversion prior to turning over to the UH for testing. The SI should provide the following:
- 3.3.11.1. System Test Plan
 - 3.3.11.2. User Acceptance Test Plan
 - 3.3.11.3. Parallel test plan
 - 3.3.11.4. Conversion test plan

3.3.12. Design/Validation of Custom Reporting – List of legacy custom reports can be found in the Attachment 5.

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

 Y (Yes) N (No)

3.4 ERP Implementation Plan and Deliverables

The Contractor shall develop a comprehensive Implementation Plan and Schedule that outlines all tasks, milestones, and dependencies required for the successful deployment of the purchased Oracle ERP modules. The plan must reflect the logical sequencing of activities to ensure an efficient and effective rollout, maximizing operational readiness and minimizing disruption. (Refer to Attachment 3 for products purchased by UH.)

Key components must include but are not limited to:

- Detailed project phases and workstreams
- Task dependencies and critical path
- Milestones and key decision points
- Resource assignments and timelines
- Integration points across Finance, HCM, and SCM modules
- Risk mitigation steps and contingency planning

3.4.1 Develop and implement a Bi-Directional Item Master HL7 Interface with Epic Supply File

3.4.2 Develop and implement a Bi-Directional interfaces to:

- Anso Nurse Scheduling
- Lenel Badge System
- Active Directory
- Credentialing Software (Verity/HealthStream)

3.4.3 Develop and implement a system for transferring files in a secured manner between Oracle ERP and third party as required utilizing Oracle tools.

3.4.4 Implement Intelligent Document Recognition (IDR) from intake of fax, email, scans, etc.

3.4.5 Develop and provide a high-level overview of how the advisory service on supporting UH in developing the optimal strategy to achieve the goals by detailing the frameworks and methodologies utilized, along with the areas address. In addition, outline the typical deliverables produced through advisory services.

3.4.6 Develop and provide Readiness Assessment of UH's current application, including key areas considered. Detail approach to take to mitigate security concerns related to capturing, storing, and processing data during the readiness assessments. Moreover, indicate the level of UH's participation requirement for optimal results as well as indicating if your team's participation with a redesign of organizational model for application optimization.

3.4.7 Develop and provide an overall all architecture planning and designing of the implementation.

3.4.8 Develop and provide an overall process guide of the implementation process, detailing key stages and methodology with rationale behind the approach.

3.4.9 Develop and provide a testing methodology for system integration tests, end-to-end testing, mock conversion, non-functional testing, volume and performance tests, and security tests. This methodology must outline the testing approach, including the use of specific accelerators such as predefined test packages, test cases, and test scripts

3.4.10 Inventory Management

- Collaborate with supply chain and clinical stakeholders to map replenishment workflows across all inventory-holding locations.
- Configure replenishment rules and location hierarchies in the ERP system.
- Develop and validate replenishment templates (e.g., for storerooms, nursing units).
- Conduct end-to-end testing of replenishment logic, including edge-case scenarios (e.g., emergency restocks, partial fulfillment).
- Provide training for supply chain staff on replenishment workflows and ERP interfaces.
- Configure and test automated ordering triggers based on inventory consumption and set thresholds.
- Integrate vendor catalogs and EDI/punch-out interfaces as needed for order transmission and receipt.
- Establish and configure approval workflows with appropriate routing based on value thresholds and user roles.
- Work with procurement to map ordering processes and ensure alignment with organizational policy.
- Assist in setting up vendor profiles, delivery schedules, and contract alignment within the ERP system.
- Conduct data migration and cleanup effort for existing min/max/PAR values from legacy systems or spreadsheets.
- Work with stakeholders to validate and refine stocking levels based on department needs and usage trends.
- Configure thresholds in the system and set parameters for dynamic updates or seasonal adjustments.
- Train supply chain and departmental leads on how to update and maintain these levels post go-live.
- Build reports and dashboards for continuous monitoring of item-level thresholds and performance metrics.
- Develop and execute a detailed inventory management testing plan (including UAT) before go-live.
- Create detailed SOPs and documentation for inventory workflows in the new ERP.
- Recommend performance indicators (KPIs) and build dashboards to monitor system effectiveness (e.g., stockouts, fill rates, inventory turns).
- Coordinate with clinical, biomedical, and facilities teams where inventory interacts with patient care or capital tracking.

3.4.11 Cost Accounting Reports [EMR (Epic) and Oracle ERP]

Develop and provide a comprehensive cost accounting reporting solution to improve transparency, financial planning, and operational performance by leveraging accurate, timely, and detailed cost data. Utilizing the Oracle Analytics platform, the solution must support the following but not limited to:

- Department-level and service-line cost analysis
- Patient-level cost accounting
- Direct and indirect cost allocation
- Integration with clinical and financial systems (Epic EHR /Oracle ERP)
- Dashboards and reporting capabilities (ad hoc and standard)
- Support for Value-Based Care and Decision Support
- Patient-level costing
- DRG and service-line profitability reporting
- Real-time or near real-time data availability
- Integration of additional third party systems, as required
- Cost allocation rules configuration
- Scenario modeling or forecasting
- Education and knowledge transfer on how to support, utilize and enhance the solution

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

 Y (Yes) N (No)

3.5 Project Organization Criteria and Governance Structure

The project organization will comprise of a Core Project Team from UH and the ERP Implementer's Project Team. The Contractor's Core Project Team shall be directed by Executive/Senior Leadership, who are expected to take an active role in steering the project, supported by coordinators for the various modules to be implemented. The attendees from the ERP Implementer in the core project meetings must be officials of senior management (typically main Project team and Stakeholders) who will be able to address decisions on pertinent points. UH will subsequently define the members of its Core Project Team.

Contractor must define the roles, responsibilities and deliverables during the implementation phase in a detailed work plan. The work plan must outline sequentially and describe the elements and activities that would be undertaken in completing the tasks; specify by name and job description, the role that would be assigned to perform said task; the hourly rate of each person; rate for task identified; and include a schedule for completing the tasks in terms of elapsed weeks from the commencement date. Include details regarding the timeline needed before system is capable of being "live" for use after contract execution.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5.

 Y (Yes) N (No)

3.6 Data Migration

Contractor shall provide the data migration plan and will be responsible for all data migration activities. Contractor shall provide all the data master formats to ensure proper data migration. The data migration plan must include the following:

- a. Knowing the data - Before migration, source data needs to undergo a complete audit to avoid unexpected issues.
- b. Cleanup - Once issues are identified they must be resolved. This may require additional software tools and third-party resources because of the scale of the work.
- c. Maintenance and protection - Data undergoes degradation after a period of time, making it unreliable. Controls must be in place to maintain data quality.
- d. Governance - Tracking and reporting on data quality is important because it enables a better understanding of data integrity. The processes and tools used to produce this information should be highly usable and automate functions where possible.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.

 Y (Yes) N (No)

3.7 Testing

The contractor must conduct system testing of the ERP system, application, and any customized components. Testing shall include but not limited to the following (Implementation team may propose others, based on strategy and/or methodology).

- a. Unit Testing
- b. Performance/Volume testing

- c. System integration testing
- d. User acceptance testing
- e. Testing based on functions and/or scripts

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7.

 Y (Yes) N (No)

3.8 Training

The contractor shall deliver functional and technical training for business, IT staff and end users of the system solution including database, application software and transfer of knowledge.

- a. Contractor shall provide formal training to UH end users through methods such as, but not limited to, on-site classes, Train-the-Trainers, webinars, FAQs, user guides, utilizing Oracle's guided learning and PowerPoint presentations to support pre- and post-launch use of the system.
- b. Contractor will coordinate the training duration and environments with UH project implementation team at UH premises.
- c. Contractor shall develop, set-up and support the test environment required for the training before the training commences.
- d. Contractor shall provide detailed training on the solution to UH leadership and the UH project team.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.

 Y (Yes) N (No)

3.9 Managing Go-Live

Contractor will provide a detailed plan which lists specific activities of go live events. The plan shall ensure that the core activities from hardware procurement, deployment, user acceptance testing (UAT) sign off, end user training and documentation are all completed before the go live event. Vendor must provide support during go-live, preferably on-site.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9.

 Y (Yes) N (No)

3.10 Post Go-Live Support

Contractor shall provide immediate and timely support following the Go-Live event to confirm successful cut-over to production and provide prompt response and resolution of any production issues. Successful Respondent will provide prompt and effective support for the duration of this agreement to resolve all implementation, operational and production issues. User guides, training materials and systems specifications will also be converted to final release version during this stage. The post go-live support will address all user level queries, fixing bugs, incorporation of new requirements owing to legal, statutory and policy changes, changes to configurations, patch updates, upgrades, database administration, security, etc. For this purpose, the Contractor is expected to provide detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc.

- a. All costs associated to provide extended Technical Support Services must be included in the Pricing Worksheet.

- b. Response Times - Contractor shall provide a "Response Time Schedule" indicating response times to service requests in accordance with their priority and/or critical level. Response time is defined as the period between the receipt of a service call from UH and the time until service technician responds with repair efforts underway and the return of the affected systems to normal operations.
- c. Escalation Protocol - Contractor must propose for UH's consideration an escalation protocol for collaboratively resolving issues encountered during the term of any contract resulting from this RFP. The proposed escalation process protocol must explain how issues or complaints are prioritized and resolved.
 - i. This protocol shall include an organization chart addressing topics such as specific steps to be taken on top priority issues or disputes arising due to untimely response to system down or critical malfunction remedial repair requests.
 - ii. Any other top priority service requirements of a contract resulting from this RFO which are not met.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.10.

 Y (Yes) N (No)

3.11 Project Completion Criteria and Acceptance of Deliverables

Contractor must meet all completion criteria, which are defined as follows:

- a. Functional, integration, stress and user acceptance testing satisfactorily completed for all functionality to include, but not limited to production, testing and training environments.
- b. Documentation of business processes, end-user procedures and an end-user training plan, production computer environment established and documented.
- c. System interfaces completed and tested.
- d. Data conversion process completed, tested, auditable and reconcilable to include Legacy data.
- e. Technical system management procedures documented and in place.
- f. Documentation of the system roll-out/go-live plan completed.
- g. System go-live achieved and the system in production.
- h. Transfer of knowledge to allow UH to independently maintain, administer and optimize the ERP system.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.11.

 Y (Yes) N (No)

4. SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1. Contract Term and Extension Option

4.1.1. Contract Term

The contract will be awarded for 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 two additional one-year periods, or as necessary to complete the Oracle implementation. Any extension of this contract under this provision will be put into effect by mutual agreement between University Hospital and the Contractor, with written notification being provided to the Contractor by 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 is to remain the same as the final year of the original contract term.

4.2. Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Executive Director, until new services 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 and twenty (120) 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:

- This RFP, which hereby incorporates UH's Standard Terms and Conditions
- University Hospital Special Terms and Conditions for Federally Funded Contracts (Exhibit B)
- Any addendum to this RFP
- The Contractor's Bid Proposal
- UH's Contract Term Sheet.

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

4.4. Departure From Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if a change is a material departure from the bid specifications or the terms and conditions of this RFP. The determination of material departure shall be in the sole discretion of University Hospital.

4.5. Insurance

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

Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work. In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

The insurance to be provided by the Contractor shall be as follows:

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$2,000,000 per occurrence/\$2,000,000 annual aggregate. If applicable, XCU coverage may be required;

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

- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;

- **Workers' Compensation Insurance** - statutory coverage and including employers' liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;

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

- **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 \$2 million/\$2 million; 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 UH.

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 print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UH, and shall be delivered to UH upon 30 days' notice by UH.

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

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 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 UH.

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.

As a matter of UH policy, 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 final.

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.

4.15.2. Remedies

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

4.16. Form of Compensation and Payment

UH's payment terms are Net 45 days.

The Contractor must submit invoices to UH with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed.

Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet. When applicable, invoices should reference the appropriate RFP UH sheet line number from the Contractor's bid proposal. All invoices must be approved by UH before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

4.17. Additional Work and/or Special Projects

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 complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted

by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

4.18. Option to Reduce Scope of Work

UH has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under 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 UH

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 UH.

4.21. Performance Bond

No performance bond is required under this contract.

4.22. Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23. Retainage (Sample)

Not applicable under this contract.

4.24. Diverse and Local Subcontractor Utilization Report

University Hospital encourages all Contractors to subcontract with small, diverse and local firms. Upon contract award, the Contractor shall report all payments made to small, diverse and local business subcontractors to the UH Office of Supplier Diversity and Vendor Development. Reports must be submitted quarterly within 45 days of the close of each calendar quarter using the attached Diverse and Local Subcontractor Utilization Report

4.25. Safety Data Sheets

Not applicable under this 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.

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

4.26.3. Employee Conduct

All Contractor personnel must observe all University 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.

4.26.4. Criminal Background Check

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

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

4.26.5. 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.

4.27. 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.

4.28. Federal and State Laws and Regulations Regarding Healthcare

University Hospital is committed to compliance with all federal and state laws and regulations regarding the delivery of 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. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1. General

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

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

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

5.2. Proposal Delivery & Identification

In order to be considered, a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions in this RFP. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. Late proposals are ineligible for consideration. **The exterior of all bid proposal packages must be labeled with the Request for Proposal identification number, final bid opening date and the buyer's name.**

5.3. Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal in hard copy format and one (1) in electronic format, such as USB/Flash Drive. Each bidder should also submit three (3), complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4. Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response no more than 50 pages to one volume, if at all possible, with that volume divided into four (4) sections as indicated below. Additional pages as appendices will not count against limit.

5.5. Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 Affirmative Action

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information or a Federal Letter

of Approval must complete the 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.

5.5.3 Diverse and Local Subcontracting

The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers they plan to use and the estimated subcontracting amounts.

5.5.4 Bid Bond

The amount of the bid bond is noted in Section 1 of the RFP. The bid bond must be submitted with the bidder's proposal. In the event the bidder has an annual bid bond on file with UH, the bidder should so note in this portion of their response.

5.5.5 Business Associate Agreement [For contracts that include the exchange of PHI]

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.

https://www.uhnj.org/purchweb/documents/HIPPA_BAA.pdf

5.5.6 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.

5.5.7 Disclosure of Investment Activities in Iran Form

Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form will 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>

5.5.8 Certification Regarding Prohibited Activities in Russia or Belarus

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not engaging in prohibited activities in Russia or Belarus, as defined by P.L.2002, c. 3, sec. 1(e). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities. The form may be found here: <https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

A Bidder which is engaged in activities prohibited by P.L. 2022, c. 3 shall not be eligible for award of this contract. Further, a Contractor engaged in prohibited activities shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Contractor does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, University Hospital shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the hospital that were issued on or after the effective date of P.L. 2022, c. 3, March 9, 2022.

5.6 Section 2 – Technical Proposal

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

5.6.1 System Integrator Vendor Questionnaire

The Bidder must complete, Attachment A, Vendor Questionnaire.

This file (ERP Vendor Questionnaire.xlsx) has four (4) tabs labeled as follows:

- Cover Page
- Mandatory Requirements
- A. General Information
- B. Non-Functional Implementation

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

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



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Attachment A Final.}

5.6.2 Work Plan

Bidder must define the roles, responsibilities and deliverables during the implementation phase in a detailed work plan. The work plan must outline sequentially and describe the elements and activities that would be undertaken in completing the tasks; specify by name and job description, the role that would be assigned to perform said task; the hourly rate of each person; rate for task identified; and include a schedule for completing the tasks in terms of elapsed weeks from the commencement date. Include details regarding the timeline needed before system is capable of being “live” for use after contract execution.

5.7 Section 3 – Organizational Support and Experience

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

5.7.1 Diversity Status of Bidder

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

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

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

5.7.1.4 The bidder should indicate the percentage Bidder will subcontract, if any, with certified small, women, minority and veteran-owned business enterprises and with local business enterprises should it be awarded this contract. The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers it plans to use and the estimated subcontracting amounts.

5.7.2 Subcontractor(s)

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

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

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

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

5.8 Diversity Subcontractor(s)

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

5.8.2 Bidders which intend to subcontract should submit with their proposal the attached Diversity Sub-Contractor Utilization Plan listing the subcontractors proposed and the expected subcontract value.

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

5.9 Section 4- Cost Proposal

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

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

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

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

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

6 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

6.3.1 The bidder's general approach and plans to meet the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.

6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The bidder's status as a certified small, minority-owned, women-owned, veteran-owned, LGBT-owned, or Local Business Enterprise, and its declared intent to engage diverse and local subcontractors.

6.3.6 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.7 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 may consider such 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 serviced 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 RIGHT TO WAIVE

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

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

6.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

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

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

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

6.7 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UH, price and other factors considered. Any or all bids may be rejected when the Executive Director determines that it is in the public interest to do so.

6.8 Bidder's Option to Challenge the Bid Specification or Contract Award

Except in cases of emergency, under current UH policy, a bidder may challenge the bid specification or a proposed contract award.

For a protest of bid specification, the challenge must be received by the UH Buyer of record with a copy to the Executive Director of Supply Chain Management ("Executive Director") no later than 5:00PM EPT on the second business day after the close of the question-and-answer period. Any protest of bid received after the deadline shall be rejected as untimely, and the Hospital shall proceed to evaluate all proposals timely received under this RFP.

A bidder's protest of award must be submitted to the buyer of record with a copy to the Executive Director within ten (10) business days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award has 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 bidders 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 timely protest of bid or 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.

A timely filed protest will be reviewed and addressed with reasonable promptness. If deemed necessary by the Executive Director, a hearing may be held on the merits of the protest. In all cases, the Executive Director will notify the bidder of any process or filing requirements and the final determination thereof.

7 BIDDER’S RESPONSE OF “NO” TO SCOPE OF WORK REQUIREMENTS

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

Section 3.1:	
Section 3.2:	
Section 3.3:	
Section 3.4:	
Section 3.5:	
Section 3.6	
Section 3.7	
Section 3.8	
Section 3.9	
Section 3.10	
Section 3.11	

8 **PRICE SHEET AND SUPPORTING DETAIL**

Bidder's Cost Proposal shall contain an all-inclusive itemized total cost, including all travel and expenses for RFP UH-P25-011: Oracle ERP Implementation Partner. All pricing must be all expenses included and based on Net 45-day payment terms.

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

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

- a. **Implementation Services Cost:** Implementation service costs typically include all costs related to professional services (including general implementation, project management, configuration, and other professional services), data conversion, customization, and training. It is important to note the following:
- Bidder shall make clear the basis of calculation for all fees and costs.
 - All estimated travel expenses and related out-of-pocket costs must be included as a separate line item on a not-to-exceed basis. UH shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside UH control. Travel expenses will be paid as incurred on a monthly basis.



RFP UH-P25-011
Attachment B Bidder

Bidder's Name:

Contact Person Name and Title:

Telephone & Fax No.:

E-mail Address:

Signature:

Date Signed:

9 **REQUIRED FORMS**

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

- Completed Original - **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 – Attached
- Technical Response to Section 5.6, 5.7, Attachment A, and if applicable, Section 7.
- Completed Section 8 – SIGNED – with completed Attachment B.

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

- Certificate of Employee Information Report: http://www.uhnj.org/purchweb/documents/Complete-AA_%20Supplement.pdf
- Executed Business Associate Agreement: https://www.uhnj.org/purchweb/documents/HIPPA_BAA.pdf
- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form:
<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>
- Business Registration Certificate (BRC)- The bidder **must** be registered prior to award of the contract:
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- W-9 Form <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Signed Standard Terms & Conditions
- Certification Regarding Prohibited Activities in Russia or Belarus:
<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

ATTACHMENT 1

UH Data Safeguard Standards

(Entire clause to be included in solicitation unless deviation approved by IT)

1. **Defined Terms.** The term "UH Data" refers to UH's information as well as other entity information in the possession of UH that is processed, stored, or transmitted by a computer. UH Data includes all data that is generated by Successful Respondent in performance of a contract with UH. The term "UH Information System" refers to those devices, software, networks, and related infrastructure that UH owns, operates, or has obtained for use to conduct UH business. Devices include, but are not limited to, UH-owned or managed storage, processing, and communications devices, as well as personally owned devices.

2. **Access to UH Data.** Successful Respondent represents and warrants that it will implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the confidentiality, integrity, and availability of UH Data. Successful Respondent will not collect, access, use, disclose, or retain UH Data other than as necessary to perform the services specified in a contract resulting from this solicitation or as otherwise authorized in writing by UH. Successful Respondent will restrict access to UH Data to only those personnel who must have the information on a "need to know" basis. Successful Respondent will not use UH Data, or any information derived from UH Data, for its own benefit or the benefit of any other person or entity. Successful Respondent will not share UH Data with its parent company or other affiliate without UH's express written consent.

3. **Remote Access to UH Information Systems.** In accordance with UH's security protocols, UH shall not permit remote access by Successful Respondent to an UH information System prior to Successful Respondent's acceptance of the UH Remote Access Terms and Conditions and UH's approval of Successful Respondent's Remote Access Request form. Successful respondent will abide by rules and regulations of UH's Business Associate Agreement (BAA) and Data Use Agreement (DUA). Successful Respondent may contact the UH Contract Manager for the applicable forms. Successful Respondent shall only access UH Information Systems using UH-approved remote access technologies, processes, and procedures. Successful Respondent's point of access to an UH Information System shall be within the continental United States.

4. **Location of UH Data.** Successful Respondent shall ensure that UH Data (i.e., primary and backup) remains, always, within the continental United States. Successful Respondent shall receive, process, transmit, and store all UH Data within the continental United States. Successful Respondent's point of access to UH Data shall be within the continental United States.

Encryption Standards

1. Successful Respondent shall encrypt UH Data in transit and at rest. Data in transit means data is moving via email, in applications, or through browsers and other web connections. Data at rest (including data backups) means data is stored in databases, the cloud, removable media, or mobile devices.

2. Successful Respondent shall utilize encryption standards that are FIPS 140-2 compliant or, upon the written approval of UH's Chief Information Officer, shall meet the intent of the standards as described in FIPS 140-2.

3. The minimum cryptographic algorithm used by Successful Respondent must be Advanced Encryption Standard (AES) 128 or higher (256 AES is preferred).

4. Successful Respondent shall encrypt UH Data transmitted over a public or private network. UH approved data encryption transmission protocols include the following: (1) SFTP (FTP over SSH), (2) FTPS (FTP over SSL), (3) HTTPS (HTTP over SSL), and (4) virtual private network.

5. Successful respondent shall follow all Health Insurance Portability and Accountability Act (HIPAA) standard for sensitive patient data protection. If successful respondent deals with protected health information (PHI) it must have physical, network, and process security measures in place and follow them to ensure HIPAA Compliance.

Information Security Plan and Auditable Information Security Framework

1. Successful Respondent will develop, implement, and maintain a comprehensive written Information Security Plan that contains administrative, technical, and physical safeguards designed to: (i) ensure the confidentiality, integrity and availability of UH Data; (ii) protect against unauthorized access to or use of UH Data; and (iii) comply with all applicable legal and regulatory requirements for data protection. Successful Respondent shall secure its own and its third-party service providers' systems (e.g., IT service provider, Cloud Service Provider) in a manner consistent with an auditable information security framework e.g., NIST, ISO 27001. UH reserves the right to immediately terminate any access to an UH Information System.

ATTACHMENT 2

LEGACY TRANSITION TO ORACLE

<u>Legacy System</u>	<u>Business Purpose</u>	<u>Transition To Oracle Fusion ERP *Suggested*</u> <u>Please evaluate and update in your response</u>
Banner HR	<p>Banner® Human Resources is a comprehensive human capital management (HCM), payroll and position control solution that helps institutions support every aspect of the employee lifecycle. Including:</p> <ul style="list-style-type: none"> • Payroll • Time and Attendance • Compensation • Core HR • Position Management • Recruiting/Applicant Tracking System • Onboarding • Benefits • Talent Management • Learning Management 	<p>Oracle Fusion HCM Oracle Fusion Talent Management Oracle Fusion Workforce Compensation Oracle Fusion Learning Oracle Fusion Global Payroll Oracle Fusion Work Life Solutions Oracle Fusion Human Resource Help Desk Oracle Enterprise Performance Management Oracle Fusion Journeys including Onboarding Oracle Fusion Workforce Directory Management Oracle Fusion Benefits Oracle Fusion Absence Management Oracle AI-Based Dynamic Skills Oracle Fusion Workforce Modeling and Predictions Oracle Fusion Work Life Solutions</p>
iCIMS Talent Management	Application Tracking System, Offer Management, Text Recruiters, LinkedIn Connector CRM - Links to Hiring Manager, Skill Survey Post Hire, Cloud AI and Analytics.	<p>Oracle Fusion Recruiting Oracle Fusion Performance Management Oracle Fusion Goal Management Oracle Fusion Talent Review and Succession Planning Oracle Fusion Career Development</p>
HealthStream LMS	Learning Management System used for all UH training both purchased and in-house developed learning	Oracle Fusion Learning Connect
Infor's Work Force Management (WFM)	Provides the ability to proactively manage labor and overtime costs through accurate capturing of time and automation of payroll policies. Modules: Time and Attendance, MVS Scheduling, Staff Scheduling, Time Off Calendar, Time Off Request Approval.	Oracle Fusion Time and Labor Oracle Fusion Absence Management
Banner Finance	Banner Finance is a financial management software solution that improves security, efficiency, transparency, reliability, and compliance—all of which add up to better decision-making and governance across the institution. Including: Grants and Research Management Accounts Receivable Accounts Payable Asset Management Banking and Cash Management Capital Projects	<p>Oracle FCM Fusion Financial Reports Center Advanced Collections Revenue Management Grants Management Project Contract Billing Project Financials Project Management Automated Invoice Processing w/ IDR Joint Venture Management Lease Accounting</p>
Jaggaer/ Marketplace	This is the electronic questioning tool used by UH. This application allows approved requisitioners to place orders either through templates, manual entry or punchout with approval routing. This application integrates into the Banner eProcurement module. Contracts are loaded into Marketplace.	Oracle Fusion Procurement for Self Service Cloud Service Trading Partner (EDI) and Punchout
Banner eProcurement (eProc)	The eProcurement integration provides the ability to access a third-party vendor procurement web site to perform various procurement functions. The integration	<p>Oracle Fusion Purchasing Fusion Sourcing Fusion Procurement Contracts Fusion Supplier Qualification Management Fusion Supplier Portal Trading Partner (EDI)</p>

	<p>provides various touch points and integration points that are configured by the institution.</p> <p>The integration provides for synchronization of the following:</p> <ul style="list-style-type: none"> · Vendors and vendor information including contracts · Chart of accounts updates and changes · Ship to information · Commodity codes 	
Warehouse and Inventory Management	Currently it is a hybrid of manual processes and limited automated cabinets for replenishment of supplies. No interface to Epic is in place for consumption and reorder activity.	Oracle Warehouse Management Supply Planning Inventory Management
Legacy Applications - HR and Controller Report Library	Applications that were developed by University Hospital that integrate with the Banner ecosystem.	Oracle Analytics and document repository
ImageNow	ImageNow is a document imaging and document management solution used by University Hospital to store images of invoices and other documents including employee documents and onboarding information	Oracle IDR
Hyland Brainware	This application translates PDFs (primarily invoices) to a csv file that can be ingested by Banner AP automating invoice processing	Oracle Fusion Document Recognition IDR
Banner Job Scheduler	Job Scheduler enables the enterprise to schedule and monitor computer batch jobs. The scheduler is able to initiate and manage jobs automatically by processing prepared job control scripts and statements. This will be used to automate Payroll, HR and Finance scheduled processes.	Oracle Process Automation
HR Self Service Banner (SSB)	Self Service Banner or SSB is a user interface that is typically available to all end users (for example: Employees). This interface is typically used to access information relevant to an employee such as Pay Checks or W2s.	Oracle Employee Self Service
Finance Self Service Banner (SSB)	Self Service Banner or SSB is a user interface that is typically available to all end users (for example: Employees). This interface is typically used to access information relevant to an employee such as Pay Checks or W2s.	Oracle Employee Self Service including Expense Management
Chrome River Expense Management	This is the legacy application used primarily for employee reimbursement entitlements (travel, tuition reimbursement, etc.)	Oracle Employee Self Service including Expense Management
HealthStream LMS	UH LMS – connected to multiple third-party learning sources and curated learning content uploaded to Health Stream	Oracle Learning Connect
Vendor Information Web	This is a manually updated informational site for all vendors to view upcoming bidding opportunities. This site contains all the information necessary to participate in the bidding opportunity.	Oracle Fusion Supplier Portal

Evisions - FormFusion	FormFusion is the tool from Evisions to intercept output from Banner and format according to compliance and regulations for example W2, 1099 and 1095 forms	Oracle Fusion Payroll
Evisions - FormFusion Email with Encryption	Distributer documents as read-only PDFs via password-protected and encrypted email.	Oracle Analytics Cloud Service
Evisions - FormFusion PL SQL Director	Integrates directly with UHs web portal	Oracle Data Management Cloud Service
Evisions - Intellechek with Accounts Payable	Check printing for AP	Oracle Fusion AP
Evisions - Intellechek Email Direct Deposit for Payroll	Email with Encryption to securely email payment statements to employees.	Oracle Content Management Cloud Service
Evisions - Intellechek Email Direct Deposit for AP	Email with Encryption to securely email payment statements to vendors	Oracle Automated Invoice Processing
Banner Datawarehouse	The Banner® Operational Data Store provides a consistent view of institutional data for the enterprise. Senior leaders and departmental users alike can easily access the information they need to manage operational reporting, perform ad hoc queries, and make better decisions about their daily responsibilities	Oracle Analytics Cloud Service
Banner ePrint Report Output Repositories	Reports from Epic and Banner are routed to ePrint for storage and retrieval with ability to filter and query reports.	Oracle Analytics Cloud Service
Evisions - Argos Enterprise w/Advanced Features	Argos is the Enterprise Reporting Tool from Evision. Advanced feature includes OLAP cube	Oracle Fusion Big Data Cloud Service
Ellucian Active Directory Account Provisioning (ADAP)	ADAP is a software that provisions network accounts to Active Directory. This is used for all guests/ contingent workers and employees	Oracle Integration Cloud
Ellucian Directory LDAP	This is the primary authentication mechanism for users in the Banner ecosystem.	Microsoft Entra ID / LDAP
Performance Management	<p>A variety of solutions in place to satisfy the following needs:</p> <ul style="list-style-type: none"> • Executive Reporting and Dashboards • Regulatory and financial Reporting • Ad Hoc Reporting 	Oracle Fusion SCM Analytics Oracle Fusion HCM Analytics Fusion ERP Analytics Cloud Service Oracle Transactional Business Intelligence Fusion Financial Reporting Compliance

ATTACHMENT 3

ORACLE SKUs

SKU	Cloud Service
B91079	Oracle Fusion Enterprise Resource Planning Cloud Service
B91082	Oracle Fusion Procurement Cloud Service
B91056	Oracle Fusion Product Management Cloud Service
B91057	Oracle Fusion Supply Chain Execution Cloud Service
B91059	Oracle Fusion Supply Planning Cloud Service
B87862	Oracle Fusion Supply Chain Collaboration Cloud Service
B81510	Oracle Fusion Financial Reporting Compliance Cloud Service
B91080	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service
B91083	Oracle Fusion Procurement for Self Service Cloud Service
B91150	Fusion ERP Analytics
B92354	Fusion HCM Analytics
B91074	Oracle Enterprise Performance Management Enterprise Cloud Service
B91077	Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service
B85800	Oracle Fusion Human Capital Management Base Cloud Service
B87388	Oracle Fusion Human Resource Help Desk Cloud Service
B87675	Oracle Fusion Recruiting Cloud Service
B89448	Oracle Fusion Advanced Human Capital Management Controls Cloud Service
B94925	Oracle Fusion Talent Management Cloud Service
B85242	Oracle Fusion Learning Cloud Service
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service
B94572	Oracle Fusion SCM Analytics
B95763	Oracle Fusion Recruiting Booster Cloud Service
B95657	Oracle Fusion Learning Connect Cloud Service
B110322	Oracle Fusion Payroll Cloud Service for United States
B99686	Oracle Fusion Document Recognition Cloud Service
B109620	Oracle Fusion Workforce Compensation Cloud Service
B75365	Oracle Fusion Time and Labor Cloud Services
B109604	EDU Fusion HCM Cloud Guided Learning Service
B109194	EDU Cloud Applications Senior Consultant User Adoption
B109431	EDU Fusion ERP Cloud Guided Learning Service
B109206	EDU Fusion ERP Cloud Guided Learning Service

ATTACHMENT 4

Legacy Data Integration

Vendor	Purpose
Bank Of America (BOA)	Bank Code HA - UH FYRBOAE Epayable Sftp
Bank Of America	Bank Code HE - UH FYRBOAE Epayable Sftp
Bank Of America	Bank Code H4 - UH FYRBOAE Epayable Sftp
Bank Of America	UH AP Direct Deposit tape
Bank Of America	Positive Pay Recon.DAT File
Bank Of America	Direct Deposit for AP
Bank Of America	To Obtain check images from BOA
Bank Of America	UH FYRPPAR 30min Acknowledgement from BOA
Bank Of America	Vendor Activation file for Paymode
Bank Of America	UH Payroll Direct Deposit Report 1111 Ack
Bank Of America	Positive Pay Recon acknowledgement file
Chromeriver	Export Data from Banner Employees, Orgs, Entity, Matter
Chromeriver	Import Travel Advances and Travel Expenses as Invoices
Infor	WFMS files for WFM PROD 7.2
Infor	Leave Balance from WFM PROD 7.2
iCIMS	Employee information file to iCIMS
iCIMS	Employee information file to iCIMS
iCIMS	Employee information file to iCIMS
NJ BenefitSolver	Employee information file to Benefits Solver
Experian	Employee & Payroll information file to Experian
Jaggaer Marketplace	Requisitioning and Purchasing Contracts
Jaggaer Marketplace	Requisitioning and Purchasing Contracts
Imagenow	Legacy integration with Imagenow
Ellucian Workflow	Pulls Position and person data from Ellucian Data lake Ethos
Eprint - Payroll Union CIR	Banner feeds file for the Union
Eprint - Payroll Union CWA	Banner feeds file for the Union
Eprint - Payroll Union M3TECH	Banner feeds file for the Union
Eprint - Payroll Union Boston Mutual	Banner feeds file for the Union
Eprint - Payroll Union OPENG	Banner feeds file for the Union
Eprint - Payroll Union Teamsters	Banner feeds file for the Union
UH Lenel ID	To feed WFM, import employee badge ID into Banner. Bi-Directional
UH Active Directory	Real time provisioning and de-provisioning with AD
UH ID Check	Data pulled from Banner for UH ID Check
UH Guest Account Application	Data pulled from Banner and updated to Banner for UH Guest Intake form
UH Password Reset Application	Passwords are synched across Banner and AD
UH Asim Datamart	Legacy - Data Mart is updated from Banner thru reports

UH CRL Datamart	Legacy - CRL Data Mart is updated from Banner
Horizon/Hello	Horizon FSA transfer files
UH Everbridge	Data from Banner sent to Everbridge Emergency Notification system
VSP	Employee eligibility file for Vision benefit VSP
Empower	Sending deferred compensation information to the vendor Empower. This is the vendor for NJ
Health Saving Account (Inspira - AETNA)	Sending HSA Eligibility and Deposit file to the Vendor. This is the Vendor for this specific Aetna HSA Plan for NJ
Health Saving Account (Horizon)	Sending HSA Eligibility and Deposit file to the Vendor. This is the Vendor for this specific Horizon HSA Plan for NJ
Imagenow/Brainware	New - Load ImageNow PO and Invoice into Banner
EPIC	Banner to Epic Extract (Patient Refund Payment Data)
EPIC	Epic top Check Writer for Patient Refunds
Healthstream-Ansos	Clinical Scheduling Software
Healthstream Compliance Training and Learning	Enterprise Compliance and Training
Healthstream Credentialing Software	Medical Staff Credentialing Software

ATTACHMENT 5

Legacy Custom Reports

Legacy Report	Job Description	Legacy Report	Job Description
FYBCHKN_JOBSUB	UMDNJ Check Register Sort Report	PYPHEN1_JOBSUB	Pension Calculation I
FYR112R_JOBSUB	Monthly Budget Status Report	PYRABPA_ARGOS	Division of Pensions
FYRBLSH	UMDNJ Balance Sheet	PYRABPA_ARGOS_DTL	Division of Pensions
FYRBOAE_JOBSUB	FYRBOAE PLSQL	PYRBCDR	Benefits Contribution
FYRBOAU_JOBSUB	FYRBOAU PLSQL	PYRBMUT	Boston Mutual Deduction Report
FYRCHAR_JOBSUB	Chairman Report	PYRCARE_ARGOS	TEAMSTERS CANCER CARE
FYRCTL1_JOBSUB	UMD GL/Subsidiary Ledger Contr	PYRCASH_ARGOS	CASHIERS CODE LISTING
FYRDFCT_ARGOS	Grant Deficit Report	PYRCHLS	Check Report
FYRFSBM_ARGOS	Business Manager's Report ARGOS	PYRDDMR	Direct Deposit Error Report
FYRFSMR_ARGOS	Finance Statement Management Argos	PYRDI3A_JOBSUB	Labor Red
FYRGEXP_JOBSUB	Grant Expiration	PYRDI3B_JOBSUB	Labor Red
FYRGPTD_JOBSUB	Grant Inception to Date Report	PYRDU68	BiWeekly Union Dues - local 68
FYRGRNT_ARGOS	Monthly budget status report	PYREARN	Pyearn
FYROFIT_JOBSUB	Open Item	PYRFIX1	Deduction Report PLSQL
FYRPPAR_ARGOS	Accounts Payable Pos Pay Argos	PYRFIX2	Applicable Gross Deduction Argos
FYRRVTB_ARGOS	Revenue Trial Balance Report	PYRFIXB	Fixed Bi-Weekly Deductions
FYRREOB	Statement of Revenues and Expenditures	PYRFIXD	Deduction Report for vendors
FYRSRC1_ARGOS	Grants All Sources 1	PYRGARN	Garnishment Report
FYRSRC2_ARGOS	Grants All Source 2	PYRHDS_ARGOS	Employee Disposition Check
FYRSRC4_ARGOS	Grants All Source 4	PYRHINS_JOBSUB	Employee Medical Premium
FYRSRC5_ARGOS	Grants All Sources 5	PYRIRAS_ARGOS	IRA Deduction Report
FYRTOFR	Due To/Due From Control Report	PYRLIFE_ARGOS	Rasmussen Life Insurance
FYRTBAL	Trial Balance	PYRMAIL	Mailing List
FYRWIDT_ARGOS	Warehouse sales Order Argos Report	PYRNNT1_JOBSUB	Payroll Register Summary
GYRAOBJ_ARGOS	Banner Objects from GURAOBJ	PYRNFCU	Biweekly North Jersey Federal Credit Union Report
GYRUOBJ1_JOBSUB	Banner Objects by Class	PYRO40H	In Excess Work Report
GYRUOBJ2_JOBSUB	Banner Objects by Userid	PYRPREG	Payroll Register
GYRUOBJ3_JOBSUB	Banner Users by Class	PYRREVW	Review Reminder Report
GYRUOBJ4_JOBSUB	Banner Security Report for UH	PYRSALD_JOBSUB	Annual Salary Distribution
NYPFCHB_JOBSUB	Chargeback pl/SQL conv	PYRSALR_JOBSUB	Annual Salary Distribution
NYRDIST_JOBSUB	Univ Hospital Report-Detail	PYRSDST_JOBSUB	Hours and Wages By Orgn.
NYRHPSN_JOBSUB	Position Roster	PYRSVLI_JOBSUB	Sicktime and Vacation
PYPARK_JOBSUB	Calculate Parking Deduction	PYRTDR1	Dental Report
ORAUOLES	Oracle Roles for User with Grants	PYRTRM2_JOBSUB	Termination Report
ORAROLES	Oracle Roles with Grants		



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

DPP Rev. 9.21.2022

Request for Proposal: Oracle ERP Implementation Partner

(RFP # UH-P25-011)

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Rev. 04.24.2025

University Hospital Supplier Diversity and Vendor Development Program

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

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

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

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

to Newark, Belleville, Bloomfield, East Orange, Elizabeth, Harrison, Hillside, Kearny, North Arlington, Nutley, Orange, Union and West Orange, NJ.

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

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

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

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

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

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

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

Prepared By: _____ Phone #: _____

Print Name

Print Title

Signature

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

Diversity Sub-Contractor Utilization Report

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

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

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

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

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

Prepared By: _____ Phone #: _____
 Print Name

Print Title

Signature

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

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 RFP # UH-P25-011: Oracle ERP Implementation Partner 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:

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
3 Penn Plaza, Floor 13
Newark, NJ 07105

To: BUSINESS ASSOCIATE

Name/Title:

Address:

Email:
Phone #

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

BUSINESS ASSOCIATE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

rev. v12/2021

EXHIBIT A
UNIVERSITY HOSPITAL
STANDARD TERMS AND CONDITIONS

Section A: Terms and Conditions Governing All Contracts

1. REFERENCE TO LAWS

1.1. Compliance – Laws

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

1.2. Compliance – State Laws

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

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

1.3. Compliance – Codes

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

1.4. Compliance Obligations

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

Contractor has received a copy of 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 http://www.uhnj.org/compliance/docs/8_16_2013/umdnj09252009.pdf) 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

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

1.6. The Worker and Community Right to Know Act

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances is applicable to this contract. Therefore, all goods offered for purchase to 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. 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 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 UHs; 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 \$2,000,000 per occurrence/\$2,000,000 annual aggregate. If applicable, XCU coverage may be required;

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

Excess Liability Insurance - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;

Workers' Compensation Insurance - statutory coverage and including employers' liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;

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 funds from which payment for contract purposes can be made.

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 UH, 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.

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 Material Safety Data (MSD) sheets), which the Contractor contemplates incorporating in the work. No materials will be accepted unless MSD's have been provided and the containers are labeled according to OSHA 29CFR 1910, 1200 and the New Jersey Right to Know Law. When so directed, samples shall be submitted for approval, and this shall be done at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

5.17. Inspections and Tests

All supplies shall be subject to inspection and test by 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-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such 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. 52:130-13g.

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 UH Office of Ethics and Compliance.

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. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of 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 contract awardee and such bidder is a corporation incorporated in a state other than New Jersey, such bidder must provide either a copy of its Certificate of Authority to do business in New Jersey, issued by the New Jersey Department of the Treasury, Division of Revenue, or evidence of its application to the Division of Revenue for such Certificate of Authority, within seven (7) days of the notice of intent to award.

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

3.0 PROPOSAL 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 If information essential to a bid evaluation, including, but not limited to, UH, 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

Acknowledged and agreed to by:

Name of Firm: _____

By: _____

Name and Title: _____

Date: _____

EXHIBIT B

UNIVERSITY HOSPITAL SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

These Special Terms and Conditions shall apply to all contracts funded, in whole or in part, with Federal funds as required by 2 CFR 200.317 through 2 CFR 200.327 and by federal statutes.

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

1.1. Pursuant to 2 CFR 200.321, University Hospital must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subcontractors are utilized in the performance of this contract, the Contractor shall:

1.1.1. Include qualified small and minority businesses and women's business enterprises on solicitation lists;

1.1.2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

1.1.3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

1.1.4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

1.1.5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. DOMESTIC PREFERENCE FOR PROCUREMENTS

2.1. Pursuant to 2 CFR 200.322, where appropriate, University Hospital prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made, the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

2.1.1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.1.2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS

3.1. Where applicable, in the performance of this contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.2. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. EQUAL EMPLOYMENT OPPORTUNITY

4.1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4.1.4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

4.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

4.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.1.8. The contractor will include the portion of the sentence immediately preceding Section 4.1.1 and the provisions of Sections 4.1.1 through 4.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be completed in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once per week.

6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

6.1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

6.2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses University Hospital may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

6.3. A breach of this Section 6 may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

7.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2. Violation, liability for unpaid wages, and liquidated damages. In the event of any violation of the clause set forth in Section 7.1, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 7.1, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 7.1.

7.3. Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 7.2.

7.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 7.1 through 7.4, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 7.1 through 7.4

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subcontracts of amounts in excess of \$150,000, must comply with the following:

9.1. Clean Air Act

9.1.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

9.1.2. The contractor agrees to report each violation to University Hospital and understands and agrees that the University Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.1.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9.2. Federal Water Pollution Control Act

9.2.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2.2. The contractor agrees to report each violation to the University Hospital and understands and agrees that the University Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

10.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

10.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

10.3. This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As described in Public Law 115– 232, Section 889, and at 2 C.F.R. § 200.216, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use certain Covered Telecommunications Equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Section 889, Covered Telecommunications Equipment is telecommunications equipment produced by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In compliance with Section 889, during the performance of this contract, the contractor agrees as follows:

12.1. The contractor shall not use as a substantial or essential component of any system, or as critical technology as part of any system provided under this contract Covered Telecommunications Equipment or Services, which shall include equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities.

12.2. The contractor shall not use telecommunications or video surveillance equipment or services produced or provided by an entity that is controlled by or otherwise connected to the People's Republic of China.

12.3. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 12.1 and 12.2, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 12.1 and 12.2.

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

As a State instrumentality, 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, you must 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