Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE:	**RETAIL AND SPECIALTY PHARMACY OPERATIONS MANAGEMENT SERVICES**
RFP NUMBER:	**UH-P26-006**
DATE ISSUED:	**JULY 17, 2026**
DATE QUESTIONS DUE:	**JULY 29, 2026 by 12:00 PM (Noon)**
DUE DATE:	**AUGUST 25, 2026 By: 2:00 PM**
LOCATION:	**UNIVERSITY HOSPITAL** **DEPARTMENT OF PURCHASING SERVICES** **Hand Delivery:** **65 Bergen Street, GB120** **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:_____

ADDRESS: _____

_____

PHONE NO.: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER REPRESENTATIVE:

NAME: _____

TITLE: _____

EMAIL: _____

_____

BIDDER'S AUTHORIZED SIGNATURE

PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # UH-P26-006 for "RETAIL AND SPECIALTY PHARMACY OPERATION MANAGEMENT SERVICES"

A) While University Hospital (UH) is an instrumentality of the State of New Jersey, it is not subject to the public procurement or public bidding laws of the State of New Jersey. Nothing in this RFP shall be construed to subject UH, this procurement process or any resulting contract to such laws. Notwithstanding, UH has elected, in the interest of fairness and sound business practice, to voluntarily incorporate certain principles and procedures commonly associated with public procurement. UH's adoption of these procedures is discretionary and intended to promote fairness in this process and not to create any legal right or entitlement to challenge the final determination or award. UH intends to follow the stated process and evaluation criteria in good faith, however, it reserves the right to modify, waive or depart from any provision in this RFP at any time. 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 and **sign the form**. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to submit completed and signed document 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 University Hospital (UH), Department of Purchasing Services on behalf of the UH Pharmacy Department.

The purpose of this RFP is to enter a contract with one contractor to stock, staff and operate an outpatient specialty pharmacy at our Newark location to serve patients, employees and the public. The pharmacy will be owned by UH and managed by the Contractor. UH will either pay directly or reimburse Contractor for all pharmacy operating expenses. This includes:

- Staffing costs for the UH-approved on-site pharmacy staff, including the pharmacy manager.
- Pharmaceutical inventory and other inventory and supplies.
- IT systems licensing and maintenance.
- Self-audits, physical inventories, and other professional services not provided by the Contractor.
- Application fees, license registration fees, NCPDP fees, and contract fees.
- Shipping and delivery.

UH will not reimburse for additional Contractor staff, such as a Regional Manager, or office staff not located at the pharmacy. UH will not reimburse for Contractor overhead or the cost of any pharmacy related, off-site staff or off-site operations, such as a call center. All such costs must be included in the bidder's proposed management fee.

1.1.2. Intent

The intent of UH through this Request for Proposal is to award a contract to an experienced contractor to manage University Hospital Community Pharmacy (UHCP), an outpatient Specialty Retail Pharmacy, which will include a robust 340B program. UHCP is a dual accredited (ACHC and URAC) Specialty Pharmacy. UH intends to award a single contract to one responsive bidder whose bid proposal conforms to the specifications contained in the RFP and is most advantageous to UH, price and other factors considered.

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/.

UH is a disproportionate share hospital (DSH) under applicable Medicare rules and is a "Covered Entity" as defined in Section 340B of the Public Health Service Act (Section 340B), eligible to purchase certain outpatient drugs at reduced prices for use by UH patients from drug manufacturers who have signed a drug purchasing agreement with

the United States Department of Health and Human Services (DHHS), and also has certain other sites that are registered with HRSA as 340B sites.

The UHCP is located at 140 Bergen Street, Newark, NJ, in the UH Ambulatory Care Center. Pharmacy hours are 0800 to 2000, Monday through Friday and Saturday 0800 to 1600. The pharmacy opened in September 2023 and is currently managed under contract by Shields Pharmacy of University LLC. UH intends to encourage and will facilitate (but will not require) the transition of the current contractor's UHCP staff to the awarded contractor and has confirmed that the current contractor is amenable to this. Current staff includes one Pharmacy Manager, two Pharmacists, and four Pharmacy Technicians.

Refer to Attachment A for additional background data on UH and the UHCP.

1.3. Key Events

1.3.1. Bidder Registration and Secure Data Room Access

Interested bidders must register their intent to bid.

UH intends to make available to potential bidders certain additional confidential data regarding the UHCP facility and operations. In order to receive this data, each potential bidder must declare its intent to bid and complete a standard Nondisclosure Agreement (NDA), found at Attachment B. Terms of the NDA are not negotiable. Potential bidders may declare their intent by emailing a Notice of Intent to Bid to the assigned buyer and Department email at:

UH, DEPARTMENT OF PURCHASING SERVICES
ATTN: Jennifer Eliopoulos
Buyer's Email: eliopoje@uhnj.org
Department Email: uhpurchasing@uhnj.org

The Notice of Intent to Bid must include:

- The bidder's full legal name and address
- A copy of the bidder's W-9
- Name, Title, and contact information (phone and email) of a designated bidder contact
- A copy of the NDA found at Attachment B signed by an authorized representative of the bidder

UH will send each designated bidder contact a fully executed copy of the NDA and a link to the Secure Data Room were the additional information will be posted.

1.3.2. 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 to UH, Purchasing Services to the attention of the assigned buyer at the following address:

UH, DEPARTMENT OF PURCHASING SERVICES
ATTN: Jennifer Eliopoulos
Buyer's Email: eliopoje@uhnj.org
Department Email: uhpurchasing@uhnj.org

1.3.2.1. Cut-Off Date for Questions and Inquiries

A 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: JULY 29, 2026, BY 2:00 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. Responses to bidder questions will be issued as an addendum. Any RFP addendum will be distributed as follows:

Any addendum is issued for this procurement will be distributed to all registered bidders, and will be posted on the UH Bidding Opportunities webpage, which can be found here:
https://uhnj.org/purchweb/vendors/vendor_current_bid.htm

Notice to Bidders: UH distributes Addenda directly to bidders only as a courtesy, however, it is the responsibility of all potential bidders to check UH's web site www.uhnj.org/purchweb/ regularly and obtain all addenda that may be issued. UH is not responsible for direct distribution of addenda posted on the web site to all vendors who desire to submit a proposal.

1.4.2. Addendum as a Part of this RFP

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

1.4.3. Issuing Office

This RFP is issued by 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 responsibility 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 to 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.

"CEO" – University Hospital, Chief Executive Officer.

"CHRO" – University Hospital, Chief Human Resources Officer.

"Complete" – This refers to any document that requires to be filled and must be signed.

"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:

340B Program - The 340B Drug Pricing Program which allows certain hospitals and other health care providers ("covered entities") to obtain discounted prices on "covered outpatient drugs" (prescription drugs and biologics other than vaccines) from drug manufacturers.

ACC – University Hospital Ambulatory Care Center

ACHC – The Accreditation Commission for Health Care

ADA – Americans with Disabilities Act

Covered Entity – A hospital or other healthcare provider eligible to participate in the Federal 340B Drug Pricing Program.

DOC – Denotes, Doctors Office Center

DOH – New Jersey Department of Health

DCA – New Jersey Department of Consumer Affairs

DSH – A Disproportionate Share Hospital. These are hospitals which serve a significantly disproportionate number of low-income patients and receive payments from the Centers for Medicaid and Medicare Services to cover the costs of providing care to uninsured patients. DSH hospitals may be eligible to participate in the 340B Drug Pricing Program.

DWG – The native file format for AutoCAD data files which contain Designs, Geometric data, Maps and Photos.

DXF – Drawing Exchange Format for a file extension graphic image format typically used with AutoCAD (Computer Assisted Drafting) software.

FQHC – An FQHC, or Federally Qualified Health Center, is a community-based organization that provides comprehensive primary care and preventive to persons of all ages, regardless of their ability to pay or health insurance status. An FHCQ is also a reimbursement designation from the Centers for Medicare and Medicaid Services (CMS) of the Federal Department of Health and Human Services.

Net Revenue – Sales less Cost of Goods Sold (COGS)

REMS - Risk Evaluation and Mitigation Strategy, a drug safety program that the U.S. Food and Drug Administration (FDA) can require for certain medications with serious safety concerns to help ensure the benefits of the medication outweigh its risks.

UHCP –University Hospital Community Pharmacy

URAC – Utilization Review Accreditation Commission

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 bidder must recognize that the inability to fulfill a required specification may possibly result in the proposal being deemed non-responsive and thereby disqualify the proposal from evaluation.

3.1. General

UH seeks proposals for an experienced contractor to provide comprehensive management, operational, clinical, financial, and compliance services necessary to support and optimize University Hospital Community Pharmacy (UHCP) and Specialty Pharmacy Program, including 340B Program administration. UHCP is a dual accredited (ACHC and URAC) Specialty Pharmacy. The pharmacy is located at 140 Bergen Street, Newark, NJ, in the UH Ambulatory Care Center. Pharmacy hours are 0800 to 2000, Monday through Friday and Saturday 0800 to 1600.

The contractor shall be responsible for stocking, staffing, operating and managing the UHCP. Patient counseling and patient compliance with medication regimen shall be a component of the policies and procedures of the UHCP. The Contractor chosen for award must demonstrate and document its experience in all aspects of operation of outpatient specialty pharmacies and 340B programs.

The Contractor shall deliver a fully integrated, data-driven pharmacy services model that maximizes patient access, financial performance, regulatory compliance, and operational efficiency while aligning with UH's strategic and clinical objectives.

The Bidder's proposal must include its proposed plans for operation of the UHCP, including hiring and maintaining staff. To the extent not obtained and maintained by UH, the Contractor will be responsible for acquiring and maintaining all required permits and licenses, initial and ongoing staffing. Notwithstanding the foregoing, each governmental approval, permit, registration and license shall be maintained in the Hospital's name.

Below and in Section 5.6 the bidder will find plans/reports that must be submitted with its bid proposal. UH intends to award a single contract to the Contractor whose proposal offers the best value to UH, price and other factors considered.

The sections below delineate the basics of what UH requires, but UH expects Contractors to provide substantially more detailed, customized plans to provide the best services for the operation of the UHCP.

Specifications listed as a "must" are mandatory requirements. Proposals that do not meet a mandatory requirement will be determined to be non-responsive. Specifications listed as a "should" and "may" are strongly preferred. Proposals that do not meet the preferred requirement may be marked down in the bid evaluation process.

Unless specifically stated otherwise in its proposal, UH will expect the Contractor to meet all bullet pointed preferences included in the Scope of Work, along with each of the mandated requirements.

A successful proposal will encompass and detail all aspects of the above. Additionally, the proposal must include references (with contact names and information) to document bidder's successful experience in fulfilling similar contracts, as stated in Section 5, and all costs as specified in Section 8.

Bidders whose proposals are determined to be responsive to all of the mandatory requirements and within the competitive range may be invited to make oral presentations to the Evaluation Committee. Following the oral

presentations, UH may enter into negotiations with one or multiple bidders. The primary purpose of these negotiations is to maximize UH's ability to obtain the best value based on the mandatory requirements, preferred requirements, evaluation criteria, and cost. At the discretion of UH, multiple rounds of negotiations may be conducted with one or more bidders. Negotiations will be structured to safeguard information and ensure that all bidders are treated fairly.

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

3.2. Services that the Contractor Shall Provide to UHCP

The Contractor shall provide comprehensive retail and specialty pharmacy management services necessary to establish, operate, manage, and continuously improve University Hospital's retail and specialty pharmacy program in accordance with all applicable federal, state, accreditation, and University Hospital requirements. The Contractor shall be responsible for providing qualified personnel, operational management, regulatory compliance, pharmacy licensing support, information technology, revenue cycle management, 340B program administration, payer and manufacturer relations, quality assurance, accreditation support, reporting, financial management, patient care services, transition activities, and all other services necessary to ensure the successful operation of the pharmacy. The detailed requirements and Contractor responsibilities associated with these services are set forth in Section below and its corresponding subsections.

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

____Y (Yes) ____N (No)

3.3. Pharmacy Management Services Requirements

3.3.1. Contractor shall be fully responsible for all pharmacy operations and management, under direction of the UH Director of Pharmaceutical Services. This includes, but is not limited to:

3.3.1.1. Governance, Administration, and Pharmacy Operations

The Contractor shall:

3.3.1.1.1. Develop, maintain, and continuously improve all operational processes, policies, and standard operating procedures (SOPs) including operational workflows, departmental manuals, quality management documentation, accreditation policies, and regulatory procedures necessary to maintain continuous pharmacy operations.

3.3.1.1.2. Provide annual review, revision, and updating of all pharmacy SOPs, policies, and procedures to ensure compliance with applicable regulatory, accreditation, and University Hospital requirements.

3.3.1.1.3. Purchase all pharmaceuticals from distributor or distributors designated by UH (currently Cardinal Health), on UH's account.

3.3.1.1.4. Implement, manage, and maintain all pharmacy inventory management processes and systems.

3.3.1.1.5. Hire, train, supervise, schedule, and manage all pharmacy personnel, subject to approval of the UH Director of Pharmaceutical Services.

3.3.1.1.6. Comply with all University Hospital pharmacy policies regarding prescription dispensing, controlled substances, refill intervals, maximum day supplies, lost prescriptions, formulary management, and related pharmacy operations.

3.3.1.1.7. Maintain comprehensive operational calendars, recurring task schedules, departmental documentation, and knowledge repositories necessary to support uninterrupted. pharmacy operations throughout the term of the Agreement and during any transition.

3.3.1.1.8. Expand business/revenue opportunities, including but not limited to increasing business hours of the UH Community Pharmacy and implement new patient care programs.

3.3.1.2. Information Technology and Systems Management

The Contractor shall:

3.3.1.2.1. Manage all information technology (IT) systems used by the pharmacy, subject to approval of the UH Director of Pharmaceutical Services and Chief Information Officer. UH uses Epic (including Epic Willow) for its electronic health records system, and UHCP. (See note at end of Section 3.5 regarding the use of Sentrex software to manage 340B inventory.)

3.3.1.2.2. Ensure compatibility and interoperability with University Hospital systems, including Epic, UHCP, and other systems identified by UH.

3.3.1.2.3. Provide ongoing system maintenance, upgrades, security updates, user training, disaster recovery, and business continuity support for all contractor-provided pharmacy technologies.

3.3.1.3. Revenue Cycle, Billing and Financial Management

The Contractor shall:

3.3.1.3.1. Collect all required patient payments at the point of sale.

3.3.1.3.2. Bill, adjudicate claims, and collect payments from third-party payors.

3.3.1.3.3. All payments should be sent directly to UH. UH will post all payments to the patient accounts in the EPIC system. In the event the Contractor received a payment by check, money order, etc. on behalf of UH, it must remit these payments to UH immediately upon receipt.

3.3.1.3.4. Reconcile, investigate, and accurately document all patient and payor claims.

3.3.1.3.5. Provide detailed monthly financial reports to University Hospital and the UH Director of Pharmaceutical Services.

3.3.1.3.6. Provide monthly reports identifying prescriptions filled, billed, collected, denied, reversed, and outstanding.

3.3.1.3.7. Provide monthly Accounts Receivable and Accounts Payable reports.

3.3.1.3.8. Provide monthly financial performance analyses, reimbursement trends, margin reporting, payer mix analysis, and operational dashboards requested by University Hospital.

3.3.1.3.9. Perform all pharmacy revenue cycle management activities including claim investigation, payment reconciliation, dispense-feed reconciliation, denial management, cash posting support, and identification and correction of billing discrepancies.

3.3.1.3.10. Manage manufacturer trade relations, wholesaler financial reconciliations, chargeback management, rebate support, and other financial activities associated with specialty pharmacy operations.

3.3.1.4. 340B Program Management

The Contractor shall:

3.3.1.4.1. Operate a comprehensive and fully compliant 340B Program, including all registrations and regulatory requirements.

3.3.1.4.2. Maintain all 340B inventory management systems, patient eligibility tracking, audit documentation, and required records.

3.3.1.4.3. Perform ongoing inventory reconciliation, including split billing, mixed-use inventory, accumulator management, replenishment reconciliation, diversion prevention, duplicate discount prevention, and optimization activities.

3.3.1.4.4. Provide routine financial reconciliation, savings analysis, compliance monitoring, and monthly 340B reporting.

3.3.1.4.5. Support all HRSA audits, manufacturer audits, internal audits, and corrective action activities.

3.3.1.4.6. Perform Managed Care Organization (MCO) rebill reviews, claim reconciliation, and related activities necessary to maximize compliant 340B reimbursement opportunities.

3.3.1.4.7. Continuously evaluate and optimize the 340B Program through financial analyses, utilization reviews, inventory optimization, and regulatory compliance monitoring

3.3.1.5. Payor, PBM, and Regulatory Compliance

The Contractor shall:

3.3.1.5.1. Comply with all applicable Federal, State, and local laws, regulations, licensing requirements, and professional standards governing pharmacy operations.

3.3.1.5.2. Comply with all PBM and third-party payor contractual requirements applicable to both 340B and non-340B prescription claims.

3.3.1.5.3. Assist in obtaining prior authorizations from PBMs and third-party payors when required.

3.3.1.5.4. Maintain all pharmacy participation with PBMs, governmental payors, commercial payors, manufacturers, wholesalers, and regulatory agencies including credentialing, licensing, NCPDP maintenance, DEA registrations, Board of Pharmacy renewals, payer enrollments, and ongoing contract compliance.

3.3.1.5.5. Manage ongoing communications with PBMs, pharmaceutical manufacturers, wholesalers, and trade partners necessary to maintain uninterrupted pharmacy operations.

3.3.1.5.6. Administer all FDA-required Risk Evaluation and Mitigation Strategy (REMS) programs including enrollment, documentation, training, reporting, and ongoing compliance activities

3.3.1.6. Accreditation, Quality, and Performance Improvement

The Contractor shall:

3.3.1.6.1. Maintain compliance including ACHC, URAC, specialty pharmacy accreditation standards, mandatory measures, survey readiness, and continuous quality improvement activities.

3.3.1.6.2. The Contractor must maintain the current Community Pharmacy accreditations by the following Agencies:

- ACHC (The current ACHC accreditation expires August 13, 2026.)
- URAC (The annual URAC Mandatory Measures Submission is due September 30.)

3.3.1.6.3. Prepare for and support all accreditation surveys, mock surveys, mandatory measure submissions, audits, corrective action plans and annual reporting.

3.3.1.6.4. Conduct quarterly Quality and Performance Review Committee meetings with University Hospital to review operational performance, accreditation metrics, quality indicators, patient satisfaction, regulatory compliance, and opportunities for continuous improvement. Quarterly Quality Committee meetings shall include review of accreditation measures, patient outcomes, quality indicators, operational metrics, financial performance, medication safety, customer satisfaction, and continuous improvement initiatives.

3.3.1.6.5. Maintain all accreditation documentation, quality reports, policy libraries, committee minutes, evidence files, and other records necessary to support continuous accreditation and regulatory compliance.

3.3.1.6.6. Develop and report key performance indicators (KPIs), quality metrics, patient outcome measures, and operational dashboards as requested by University Hospital.

3.3.1.6.7. Maintain accreditation calendars, evidence files, committee documentation, mandatory measure submissions, quality work plans, corrective action plans, and all supporting documentation required to maintain continuous accreditation.

3.3.1.6.8. Review, revise, approve, and maintain all accreditation-related policies and procedures on at least an annual basis or more frequently as required by regulatory or accreditation changes.

3.3.1.6.9. Prepare quarterly and annual quality management reports summarizing key performance indicators, accreditation metrics, operational performance, patient satisfaction, medication adherence, and quality improvement initiatives.

3.3.2. Contractor may offer for sale to customers a limited assortment of non-prescription items: over the counter (OTC) drugs, durable medical equipment (DME), and/or other items. Should UH decide to stock such items, contractor shall set the assortment, in consultation with UH, and shall be responsible for all purchasing, merchandising, and inventory management functions.

3.3.3. Contractor shall remit all pharmacy cash receipts to UH weekly, or on such other schedule as mutually agreed to by UH and Contractor.

3.3.4. Contractor will be reimbursed by UH for all pharmacy operating expenses not paid directly by UH. This includes:

Staffing costs for the UH-approved on-site pharmacy staff, including the pharmacy manager.
Pharmaceutical inventory and other inventory and supplies.
IT systems licensing and maintenance.
Self-audits, physical inventories, and other professional services.
Application fees, license registration fees, NCPDP fees, and contract fees.
Shipping and delivery.

UH will not reimburse for additional Contractor staff, such as a Regional Manager, or office staff not located at the pharmacy. UH will not reimburse for Contractor overhead or the cost of any pharmacy related, off-site staff or off-site operations, such as a call center. All such costs must be included in the bidder's proposed management fee.

3.3.5. UH shall have the right to conduct periodic physical inventories of all pharmaceuticals and non-pharmaceuticals on hand and to audit contractor's compliance with its agreement with UH. Physical inventories and audits shall be scheduled at UH's discretion. Contractor must reimburse UH for any inventory shortages and audit discrepancies. UH shall have the right to offset any amounts due and owing to UH from any amounts due and owing from UH to Contractor.

3.3.6. Contractor shall reimburse and hold harmless UH for and against any damages, monetary penalties or fines imposed by the NJ State Board of Pharmacy or other State or Federal regulatory agencies for failure to comply with all applicable laws and regulations.

3.3.7. At its discretion, UH reserves the right of final approval of the pharmacy manager, and all pharmacy staff, but all pharmacy managers and on-site staff shall be employees of the Contractor, not UH. The Contractor's on-site staff must complete University Hospital orientation training and health screening, must receive all UH-required immunizations, and must be registered with Symplr, or other contractor credentialing agency, subject to acceptance by UH. University Hospital will pay for health screening, which includes: a physical exam to determine fitness to perform duties; viral titers for measles, mumps, rubella, varicella and HBV; Tuberculosis surveillance testing, including baseline 2-step Mantoux testing, and a drug screen.

3.3.8. Contractor and all staff providing pharmacy services must be eligible to participate in all federal health care programs (as defined under 42 U.S.C. §1320a-7b(f)) and must not be: (i) named, or excluded, on, or from, any of the following lists: (x) HHS/OIG List of Excluded Individuals/Entities; (y) GSA's System for Award Management, which was formerly known as the GSA List of Parties Excluded from Federal Programs; and (z) OFAC "SDN and Blocked Individuals"; or (ii) under investigation or otherwise aware of any circumstances which would result in bidder or such staff being excluded from participation in any such federal health care program. Contractor will check staff eligibility, credentials, misconduct, and exclusion criteria monthly for compliance.

3.3.9. The Contractor must provide a prescription delivery service if needed to accommodate patient needs and compete with other pharmacies which provide similar services. Delivery service must meet all requirements for cold chain delivery and ACHC and URAC compliance.

3.3.10. The Contractor shall comply with cold chain management of pharmaceuticals, which is a temperature-controlled supply chain. An unbroken cold chain is an uninterrupted series of refrigerated production, storage and distribution activities, along with associated equipment and logistics, which maintain a desired low-temperature range.

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

3.4. 340B Program Management

The 340B Program is structured as a bill to/ship to arrangement, in which Covered Drugs are shipped to the designated pharmacy location and all invoices for Covered Drug inventory are sent directly to UH. Contractor must provide the following 340B services:

3.4.1. Receive shipment at the designated pharmacy location, maintain inventory and controls, dispense Covered Drugs on behalf of UH only to Eligible Patients, and charge and collect for Covered Drugs on behalf of UH, in compliance with applicable laws and regulations;

3.4.2. Dispense and deliver Covered Drugs to Eligible Patients in accordance with all applicable State and Federal laws and regulations and Section 340B guidelines;

3.4.3. Maintain all records and reports required under this Agreement, Section 340B, and by any applicable Federal and State laws and regulations. All records of shipment, receipts, and dispensing of Covered Drugs shall be retained for not less than three (3) years after the expiration of this Agreement or such period as required by law, whichever is greater, and shall be available for inspection or audit by UH, or its representatives, and as otherwise required or permitted by law and this Agreement;

3.4.4. Perform Eligible Patient drug utilization review;

3.4.5. Perform formulary maintenance, including attending meetings of UH's Contracted Pharmacy and Therapeutics Committee and other meetings as required by UH, providing drug-related information services to UH personnel, and consulting with UH on the purchase and use of Covered Drugs upon request;

3.4.6. Identify and dispose of Covered Drugs in its inventory which are out of date;

3.4.7. Maintain Eligible Patient drug profiles;

3.4.8. Counsel and advise Eligible Patients of UH, consistent with applicable laws and the rules, limitations, and privileges incident to the pharmacy-patient relationship;

3.4.9. Provide monthly reconciliation of all 340B prescriptions filled;

3.4.10. Place orders in the name of UH as necessary with one or more pharmaceutical suppliers (currently, Cardinal Health) to maintain and replenish Covered Drugs dispensed. Contracted Pharmacy shall arrange with each pharmaceutical supplier to ship directly to the pharmacy location at UH. In addition, Contracted Pharmacy shall compare all shipments received to the orders and resolve any discrepancy with the pharmaceutical supplier. As between Contracted Pharmacy and UH, UH shall at all times have exclusive ownership of all Covered Drugs prior to dispensing;

3.4.10.1. Contractor shall protect the inventory of Covered Drugs against intentional or unintentional dispensing to anyone other than Eligible Patients and against the possibility of other occurrences of drug diversion. Contractor shall maintain such records, separate from its own operations, as are adequate for Contractor to prepare the reports required by UH, and to permit UH, the United States Department of Health and Human Services ("HHS"), and any eligible drug manufacturer to determine upon audit to whom such Covered Drugs are dispensed. Upon expiration or termination of the agreement with UH, Contractor shall deliver all unused items of Covered Drug inventory purchased by or on behalf of UH under the agreement to UH, if UH has a valid pharmacy permit, or, in the absence of such a permit, return them to the pharmaceutical suppliers for credit to UH, if possible, or destroy them, if they cannot be returned or transferred within thirty days following termination;

3.4.10.2. Contractor shall maintain all records of reimbursement, shipment, receipts, and dispensing of Covered Drugs, separate from its own operations, for audit during its business hours for a period of five (5) years following date of provision of services or as required by law, whichever is greater. Contractor shall allow HHS and the manufacturer of a Covered Drug to audit, at their own expense, records that directly pertain to Clinic's compliance with HRSA; In the event of a delay in implementation or an interruption of Contractor's 340B administration and compliance software, Contractor shall manually track, record and provide to UH all information required by HRSA and by UH to ensure that each patient served and each prescription filled under the contract is in fact eligible for the 340B program until such time as system functionality is implemented or restored.

3.4.11. Contractor agrees that a copy of the portion of the agreement with UH that pertains to the 340B program will be provided, upon request, to a drug manufacturer, which has signed a purchasing agreement with DHHS. If Contractor receives such a request, Contractor shall immediately inform UH in writing.

3.4.12. Both UH and Contractor must comply with all HRSA rules and regulations. Refer to Section 3.4 for Contractor responsibilities regarding required recordkeeping and 340B prescription reconciliation.

3.4.13. Contractor must remain current with changes and modifications to state and federal 340B rules and regulations and inform UH of such changes without undue delay.

3.4.14. The Contractor shall perform ongoing 340B optimization activities, including routine claim review, inventory reconciliation, mixed-use inventory oversight, eligible prescription validation, manufacturer compliance, and identification of opportunities to maximize compliant program savings.

3.4.15. The Contractor shall perform routine Managed Care Organization (MCO) rebill reviews, claim reconciliation, and related reporting necessary to support compliant reimbursement and maximize recovery opportunities.

3.4.16. The Contractor shall prepare and provide monthly financial reporting related to the 340B Program, including dispensing activity, savings analysis, inventory reconciliation, reimbursement trends, and other reports requested by University Hospital.

Note that UH uses Sentrex software, provided by Sentry Data Systems, Inc. to determine eligibility, manage procurement, inventory, replenishment, financial reporting and drug cost savings for inpatient 340B pharmaceuticals, and will require use of Sentrex by the Contractor. UH will provide this software, at UH expense.

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

3.5. Audit and Self-Assessment

3.5.1. The Contractor shall perform or have performed an annual self-assessment/audit to determine whether all HRSA mandated requirements are being met. The Contractor shall provide the results of each assessment/audit and the final assessment/audit report to UH. UH reserves the right to contract itself with an outside firm for audits and self-assessments.

3.5.2. The Contractor must be present and contribute to any regulatory audit. The Contractor shall be responsible for the cost of all corrective actions required to remediate audit exceptions identified in self-assessments, HRSA audits and other external audits, such as PBM, manufacturer, and United States Drug Enforcement Agency (DEA) audits.

3.5.3. The Contractor must document the University Hospital Billing System, EPIC, with any and all documentation, including but not limited to, demographic changes, billing dates, and follow up progress and status notes, including date last worked. Corrections of erroneous information, including bad or new phone numbers must all be entered into the note section of the account on the EPIC system by the Contractor. Access will be granted to the Contractor. University Hospital's Information Systems department will provide the Contractor with the required information for access.

3.5.4. The Contractor shall provide performance metrics, as requested by UH, such as, but not limited to:

- 3.5.4.1. Dispensing Accuracy: Percentage of prescriptions filled with the correct drug, correct strength, correct dosage form, and correct labeling.
- 3.5.4.2. Dispense Time: Mean number of days between receipt of a clean prescription and scheduling shipment.
- 3.5.4.3. Inventory Outs: Out-of-stock rate per quarter, excluding manufacturer(s) short supply, allocation, and backorder of specialty medications beyond the pharmacy's control.
- 3.5.4.4. On-time Delivery: Percentage of prescriptions received by the member or physician on the scheduled delivery date.
- 3.5.4.5. Reships: Percentage of reshipped prescriptions in comparison to the total number of prescriptions shipped.
- 3.5.4.6. Response to Escalated Complaints: Percentage of escalated complaints call to the pharmacy.
- 3.5.4.7. Response to Written Complaints: Percentage of written inquiries responded to within five (5) business days.
- 3.5.4.8. Participant Satisfaction: Percentage of responses categorized as satisfied or completely satisfied.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5.
____Y (Yes) ____N (No)

3.6. Transition Requirements

During the transition period, the Contractor shall work cooperatively with the incumbent contractor and University Hospital to ensure the orderly transfer of all operational knowledge, recurring business processes, documentation, clinical data, reporting schedules, accreditation activities, 340B administration, PBM management, trade relations, financial reporting, licensing activities, and revenue cycle functions. The Contractor shall bear full responsibility for all data transfer and migration activities. Any errors, omissions, data loss, corruption, or inaccuracies resulting from the Contractor's actions shall be promptly corrected by the Contractor, at no cost to UH. The Contractor shall make UH whole by restoring the affected data and resolving any resulting issues.

The transition shall include detailed knowledge transfer sessions, documentation of recurring operational tasks, identification of critical deadlines, and assignment of responsible personnel to ensure uninterrupted pharmacy operations following contract commencement.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.
____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 three (3) additional one-year periods. 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 eighty (180) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UH.

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

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

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

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

4.4. Departure from Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if 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 $10,000,000 per occurrence/$10,000,000 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/Pharmacy 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 limits of $10,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property, (except patent and trade secret) and network privacy risks including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense in the performance of services for UH or on behalf of UH hereunder. The policy shall contain an affirmative coverage grant for the contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. UH shall be named as additional insured ATIMA with respect to services provided by Contractor pursuant to this contract. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of (6) years thereafter for services completed during the term of the agreement; 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 $10 million/$10 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 aforementioned 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 and Director of Pharmaceutical Services 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 and Director of Pharmaceutical Services, 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 affect 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 price 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 compete the additional work.

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

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

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

4.18. Option to Reduce Scope of Work

UH has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Executive Director shall provide advanced, written notice to the Contractor.

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

4.19. Suspension of Work

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

4.20. Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21. Performance Bond

No performance bond is required under this contract.

4.22. Late Delivery 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

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

4.26. Contractor's Personnel

4.26.1. Direct Management of Personnel

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

4.26.2. Employees of the Contractor

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

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 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 (NO SPIRAL) and a copy of original in electronic format, such as USB/Flash Drive. Each bidder should also submit two (2) copy (NO SPIRAL BOUND), 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

Not applicable under this RFP.

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

5.5.9. 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 Statement of Qualifications

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

5.6.2 Contract Management

The bidder shall describe its proposed plans to manage, control, supervise, implement, and operate the pharmacy throughout the transition, implementation, and ongoing operational phases. The response shall demonstrate the bidder's ability to provide comprehensive retail and specialty pharmacy management services in accordance with the requirements of Section 3.3.1. The bidder shall describe its governance structure, project management methodology, implementation approach, staffing model, communication plan, quality management program, and continuous improvement process. The bidder shall also describe its approach for communicating with University Hospital throughout each phase of the Contract, including executive governance meetings, operational meetings, project status reporting, issue resolution, and performance reporting.

5.6.2.1 Bidder should describe its plans to provide:

The bidder shall describe its overall operational readiness program, including:

5.6.2.2 Governance, Administration, and Pharmacy Operations

The bidder shall describe its proposed operational management model, including:

5.6.2.2.1 Pharmacy governance structure and organizational oversight.
5.6.2.2.2 Policies, procedures, and standard operating procedures for pharmacy operations.
5.6.2.2.3 Inventory management methodology.
5.6.2.2.4 Drug diversion prevention and inventory controls.
5.6.2.2.5 Duplicate discount prevention methodology.
5.6.2.2.6 Pharmacy staffing philosophy, recruitment, retention, competency assessment, and performance management.
5.6.2.2.7 Business continuity and operational risk management.

5.6.2.3 Information Technology and Systems Management

The bidder shall describe:

5.6.2.3.1 All pharmacy information systems.
5.6.2.3.2 Integration with Epic and other University Hospital systems.
5.6.2.3.3 System security, cybersecurity, disaster recovery, business continuity, and backup procedures.
5.6.2.3.4 System reporting capabilities and operational dashboards;

5.6.2.4 Clinical Pharmacy Services;

The bidder shall describe:

5.6.2.4.1 Patient counseling services.
5.6.2.4.2 Medication therapy management.
5.6.2.4.3 Disease state management programs.
5.6.2.4.4 Meds-to-Beds program.
5.6.2.4.5 Meds-to-ER program.
5.6.2.4.6 Employee Wellness-to-Workstation program.
5.6.2.4.7 Pharmacist vaccination services.
5.6.2.4.8 Specialty pharmacy clinical support, REMS programs, patient adherence, and patient navigation support

5.6.2.5 Revenue Cycle, Billing, and Financial Management

The bidder shall describe:

5.6.2.5.1 Billing and claims adjudication processes.
5.6.2.5.2 Revenue cycle management methodology.
5.6.2.5.3 Claims reconciliation procedures.
5.6.2.5.4 Financial reporting methodology.
5.6.2.5.5 Standard management reports and financial reports.
5.6.2.5.6 Accounts receivable and collections management.

5.6.2.5.7 Sample operational dashboards, KPIs, and financial reports

5.6.2.6 340B Program Management

The bidder shall describe:

5.6.2.6.1 Overall 340B management program.
5.6.2.6.2 Registration and compliance methodology.
5.6.2.6.3 Inventory management and split-billing methodology.
5.6.2.6.4 Patient eligibility determination.
5.6.2.6.5 Audit documentation and record retention.
5.6.2.6.6 Diversion prevention and duplicate discount prevention.
5.6.2.6.7 Managed Care Organization (MCO) rebill methodology.
5.6.2.6.8 Program optimization methodology.
5.6.2.6.9 Sample 340B reports and dashboards.

5.6.2.7 Payor, PBM, and Regulatory Compliance

The bidder shall describe:

5.6.2.7.1 PBM management strategy.
5.6.2.7.2 Prior authorization support.
5.6.2.7.3 Credentialing and payer enrollment methodology.
5.6.2.7.4 NCPDP profile maintenance.
5.6.2.7.5 DEA and Board of Pharmacy licensing management.
5.6.2.7.6 Manufacturer and trade relations management.
5.6.2.7.7 Regulatory compliance monitoring.

5.6.2.8 Accreditation, Quality, and Performance Improvement

The bidder shall describe:

5.6.2.8.1 ACHC accreditation management.
5.6.2.8.2 URAC accreditation management.
5.6.2.8.3 Survey readiness and accreditation support.
5.6.2.8.4 Quality Management Committee structure.
5.6.2.8.5 Quarterly quality review process.
5.6.2.8.6 Key Performance Indicators (KPIs) and quality metrics.
5.6.2.8.7 Continuous quality improvement methodology.
5.6.2.8.8 Annual SOP review and policy governance.

5.6.2.9 Business Development and Innovation

The bidder shall describe:

5.6.2.9.1 Business development strategy.
5.6.2.9.2 Marketing and pharmacy growth initiatives.
5.6.2.9.3 New clinical services and specialty pharmacy expansion opportunities.

5.6.2.9.4 Additional value-added services and innovations.

5.6.2.10 Proposed Staffing Plan

The bidder shall provide:

5.6.2.10.1 A detailed staffing plan identifying all proposed positions.
5.6.2.10.2 Job titles and organizational reporting relationships.
5.6.2.10.3 Full-time equivalent (FTE) allocations.
5.6.2.10.4 Hours of coverage by position.
5.6.2.10.5 Estimated compensation and staffing costs.
5.6.2.10.6 Organizational chart.
5.6.2.10.7 Staffing assumptions used in preparation of the bidder's financial proposal.
5.6.2.10.8 Reconciliation demonstrating that staffing costs correspond to the bidder's pro-forma financial statements

5.6.2.11 Contract Expiration and Transition Assistance

The bidder shall describe their approach to:

5.6.2.11.1 Transition governance and project management.
5.6.2.11.2 Knowledge transfer to University Hospital or a successor contractor.
5.6.2.11.3 Return of UH-owned assets, data, and documentation.
5.6.2.11.4 Final financial reconciliation and closeout.
5.6.2.11.5 Revocation of system access.
5.6.2.11.6 Final accreditation, 340B, PBM, and operational handoff.
5.6.2.11.7 Executive transition meetings and certification that all transition obligations have been completed

Note that bidders may be required to coordinate and provide one site visit for UH representatives at a pharmacy currently managed by the bidder.

5.6.3 Contract Schedule

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

5.6.4 Implementation Plan

It is essential that UH move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:

5.6.4.1 Overall implementation and project management methodology.

5.6.4.2 A detailed timetable for the implementation period. Implementation schedule, key milestones, critical path activities, and operational readiness timeline The timetable should be designed to demonstrate how the bidder will have all services available within the time frame indicated in the RFP, and should include details of its plans to transition all required services from the current service provider.

5.6.4.3 The bidder's plan for the deployment and use of management, supervisory or other key personnel during the implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's implementation of the contract within the period specified.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the implementation period. as well as those that will be assigned for the full term of the contract. The bidder should also identify management, supervisory or other key staff that will be assigned only during specific contract phases: design, start-up, or pharmacy management.

5.6.4.4 The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the implementation period. UH intends to encourage and will facilitate (but will not require) a transition of the current contractor's UHCP employees to the awarded contractor.

5.6.4.5 The bidder's plan for the purchase and distribution of all required equipment, inventory, supplies, and materials, that will be required to fully implement the contract required start date.

5.6.4.6 The bidder's plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the implementation plan.

5.6.4.7 The bidder's plan to engage all required manufacturers, specialty distributors and payors.

5.6.4.8 The bidder's overall implementation methodology and project governance approach.

5.6.4.9 Federal, State, DEA, Board of Pharmacy, and other required pharmacy licensing and regulatory compliance activities.

5.6.4.10 Responsibility for obtaining and maintaining all pharmacy permits, registrations, licenses, certifications, and regulatory approvals necessary to operate the pharmacy that are not provided by University Hospital.

5.6.4.11 Third-party payor, PBM, manufacturer, wholesaler, and specialty distributor enrollment and credentialing activities.

5.6.4.12 Staff recruitment, onboarding, orientation, competency validation, and training plans.

5.6.4.13 Communication plan with University Hospital, including executive governance meetings, operational meetings, project status reporting, issue escalation, and decision-making processes.

5.6.4.14 Development and implementation of operational policies, procedures, standard operating procedures (SOPs), and operational workflows.

5.6.4.15 Compliance manuals addressing 340B Program requirements, HIPAA, ACHC, URAC, controlled substances, REMS, and all applicable Federal and State regulatory requirements.

5.6.4.16 Plans for establishing and maintaining pharmacy access to manufacturers, specialty distributors, wholesalers, PBMs, third-party payors, and limited distribution drug networks.

5.6.4.17 Knowledge transfer methodology from the incumbent contractor, including operational procedures, recurring business processes, accreditation documentation, quality management records, 340B documentation, reporting schedules, and operational calendars necessary to ensure continuity of pharmacy operations.

5.6.4.18 Risk mitigation strategies to ensure uninterrupted patient care, prescription processing, reimbursement, accreditation, regulatory compliance, and pharmacy operations throughout implementation and transition.

5.6.4.19 Any additional documentation the bidder believes demonstrates its implementation experience, transition methodology, or ability to successfully assume ongoing pharmacy operations

5.6.5 Potential Problems

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

5.7 Section 3 – Organizational Support and Experience

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

5.7.1 Location

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

5.7.2 Organizational Chart (Contract Specific)

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

5.7.3 Résumés

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

5.7.4 Backup Staff

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

5.7.5 Organization Chart (Entire Firm)

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

5.7.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of current or recent contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP.

Bidder should also have specific experience in working with DSH hospitals or FQHCs, and demonstrate such experience clearly.

Bidder should also include a list of hospital retail pharmacies presently managed by the bidder, and particularly those owned by Covered Entities filling outpatient 340B prescriptions. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP.

A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name, telephone number and email of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.7 Financial Capacity of the Bidder

The bidder should provide proof of its financial capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable. If a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive.

5.7.8 Diversity Status of Bidder

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

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

5.7.8.3 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.

5.7.8.4 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.

5.7.9 Subcontractor(s)

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

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

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

5.7.9.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name, telephone number and email address of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.9.5 The bidder should provide proof that each subcontractor required to be licensed in the State of New Jersey does in fact hold a current State license.

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.

5.9.4 Failure to submit signed Section 8.0 Cost Proposal will result in your bid being considered non-responsive.

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 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.

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

6.3.6 The bidder's cost proposal.

6.4 University 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 cost reductions with the selected bidder.

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

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

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

6.7 Contract Award

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

6.8 Bidder's 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.

3.1 _____

3.2 _____

3.3 _____

3.4 _____

3.5 _____

3.6 _____

8 PRICE SHEET AND SUPPORTING DETAIL

UH-P26-006: RETAIL AND SPECIALTY PHARMACY OPERATION MANAGEMENT SERVICES

DO NOT DEVIATE FROM THE PRICE SHEET, IT MAY CAUSE DISQUALIFICATION.

The proposed pricing MUST remain firm for the entire contract period including any optional extensions. Bidder's Cost Proposal shall contain an all-inclusive total cost, including all travel, expenses and overhead (i.e. parking fees). All pricing must be all expenses included and based on Net 45 day payment terms.

8.1 Percentage of Net Revenue Structure:

_____ % of Net Revenue

Notes:

- The proposal must state the percentage of Net Revenue (Revenue, less Cost of Goods Sold) to be retained by Contractor as its management fee.
- The Net Revenue structure contemplates UH covering all operating costs, except those expressly assumed by the Contractor under the terms of this RFP. For avoidance of doubt, bidders must list those items/products assumed by the Contract.
- Proposed Staffing Plan - Bidder must provide as a separate attachment, a budget detailing its proposed staffing plan, showing all proposed staff, with titles, hours worked and anticipated costs.

8.2 All-Inclusive Hourly Rate Price Schedule for 4.17 (Additional Work and/or Special Projects):
Labor Price Sheet for 4.17 (Additional Work and/or Special Projects):

Bidders are to submit in the bidding price line below the amount UH will be charged for any required services in the section of the RFP identified above. Quotations will be requested from Contractors, when necessary, as requirements arise in accordance with 4.17.

Job Title	Description	UH Bill Rate

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

SECTION 8 – SIGNATURE PAGE: RFP # UH-P26-006: RETAIL AND SPECALITY PHARMACY OPERATION MANAGEMENT SERVICES

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 the bidder's proposal, or the proposal will be found non- responsive:**

- Completed Original – **MUST BE COMPLETED & SIGNED** - RFP Cover Sheet
- Section 3.0 Scope of Work with Yes or No checked and accompanying explanation for any areas checked "No".
- Completed Ownership Disclosure Form –**MUST BE COMPLETED and SIGNED**- Attached
- Technical Response to Section 5.6, 5.7 and if applicable, 7.
- W-9 Form - https://www.irs.gov/pub/irs-pdf/fw9.pdf
- Section 8- Price sheet **MUST be signed**.

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

- Standard Terms & Conditions - **MUST be signed**
- Business Registration Certificate (BRC)- http://www.state.nj.us/treasury/revenue/busregcert.shtml
- Business Associate Agreement: MUST be signed-Attached
- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form: http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf
- Certification Regarding Prohibited Activities in Russia or Belarus: https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf
- Certificate of Employee Information Report: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302/instructions.pdf

ATTACHMENT A – STATASTICAL DATA

Hospital Discharges and ED Visits FY2025		
Day	**Patients Discharged**	**ED Visits (Treat & Release)**
Sunday	1,512	8,431
Monday	2,556	11,348
Tuesday	2,802	10,972
Wednesday	3,005	10,685
Thursday	3,021	10,600
Friday	3,199	10,239
Saturday	1,858	9,273
Total	**17,953**	**71,548**

FY2025 Percentage Gross Revenue by Payor			
	Inpatient	**Outpatient**	**Total IP & OP**
Medicare	**13%**	**8%**	**11%**
Medicaid	**9%**	**4%**	**7%**
HMO/PPO	**6%**	**8%**	**7%**
Commercial	**3%**	**2%**	**2%**
Comp Liability	**1%**	**1%**	**1%**
No Fault	**6%**	**2%**	**4%**
Medicaid HMO	**27%**	**31%**	**29%**
Medicare HMO	**17%**	**13%**	**15%**
Charity Care	**6%**	**10%**	**8%**
Self Pay	**10%**	**18%**	**13%**
Blue Cross	**3%**	**5%**	**4%**
Total	**100%**	**100%**	**100%**

Ambulatory Clinic by DC Physician Specialty			
DC physician Specialty (FY 2025)	*Encounters*	*DC physician Specialty (FY 2025)*	*Encounters*
Allergy / Immunology	3,151	Orthopedic Surgery: Sports Medicine	2,682
Allied Health Professional - Medical	886	Orthopedic Surgery: Trauma	2,100
Anesthesiology	2,185	Otorhinolaryngology	6,095
Cardiology: General	8,959	Otorhinolaryngology: Head and Neck Cancer	1,223
Cardiology: Invasive	257	Palliative Care	200
Cardiothoracic Surgery	23	Pathology: Anatomical	449
Critical Care	1,135	Pediatrics: Adolescent Medicine	1,683
Dentist	744	Pediatrics: Allergy / Immunology	184
Dermatology	783	Pediatrics: Cardiology	607
Emergency Medicine	75,226	Pediatrics: Critical Care	2
Endocrinology / Metabolism	4,930	Pediatrics: Endocrinology	1
Family Medicine (with OB)	12	Pediatrics: Gastroenterology	1,518
Family Medicine (without OB)	471	Pediatrics: General	21,116
Gastroenterology	8,087	Pediatrics: Genetics	585
General Internal Medicine	43,673	Pediatrics: Hematology / Oncology	5
Geriatrics	2	Pediatrics: Neonatal / Perinatal Medicine	225
Gynecologic Oncology	177	Pediatrics: Nephrology	6
Gynecology	9,173	Pediatrics: Neurology	440
Hematology / Oncology	9,948	Physical Medicine / Rehab: General	3,571
Hepatology	3,015	Podiatry	6,571
Hospitalist: General	71	Psychiatry: General	44
Infectious Disease	7,422	Pulmonary Medicine	1,284
Nephrology	2,016	Radiation Oncology	1,717
Neurology: General	5,087	Radiology: Diagnostic	4,710
Neurology: Stroke	1	Radiology: Interventional	379
Neurosurgery	1,534	Radiology: Nuclear Medicine	190
Obstetrics / Gynecology: General	21,069	Rheumatology	976
Occupational Therapy	301	Social Worker	1
Ophthalmology: Corneal / Refractive Surgery	1,625	Surgery: Colon and Rectal	175
Ophthalmology: General / Comprehensive	14,878	Surgery: General	7,359
Ophthalmology: Glaucoma	2,170	Surgery: Oral	2,528
Ophthalmology: Neuro	1,731	Surgery: Plastic	2,470
Ophthalmology: Oculoplastic / Reconstructive Surgery	1,207	Surgery: Thoracic	118
Ophthalmology: Retinal	3,535	Surgery: Trauma	302
Orthopedic Surgery: Foot / Ankle	520	Surgery: Vascular	2,374
Orthopedic Surgery: General	3,104	Surgical Oncology	1,822
Orthopedic Surgery: Hand	1,351	Transplant Surgery: General	246
Orthopedic Surgery: Joint	395	Transplant Surgery: Liver	330
Orthopedic Surgery: Oncology	865	Unclassified	2,903
Orthopedic Surgery: Pediatric	2,001	Unknown / Other Specialty	981
Orthopedic Surgery: Spine	588	Urology: Surgical	7,550
TOTAL: 332,030			

Current Pharmacy Operations	
Category	Information
Pharmacy Hours	0800 to 2000, Monday through Friday and Saturday 0800 to 1600
Prescription Volume	Rolling 12-month prescription volume: 76,264 prescriptions
Specialty Pharmacy Volume	Approximately 5,000 specialty prescriptions annually
Operating Model	Retail outpatient pharmacy serving University Hospital patients, employees, and community customers (if applicable)
Current Pharmacy Staffing	
Position	**Number of Staff**
Pharmacy Manager	1
Pharamcists	2
Pharmacy Technicans	4
Current Technology Operations	
Function	Current Solution
Pharmacy Management / Switch	Rx Connect
POS System	Emporos
Credit Card Processing	TSYS / Global Payments
Text Messaging	Omnisys
Splitting Software	Trisus Craneware Sentry
Phone System	Avaya
Returns & Reverse Distribution	Inmar
Current Delivery & Logistics	
Function	Current Vendor
Courier Service	Rx2Go
Delivery Packaging	Kodiakooler
Out-of-State Shipping	OptiFreight
Returns & Reverse Distribution	Inmar
Current Patient Communications & Customer Service	
Function	Current Solution
Language Services	University Hospital Language Services
Supplies & Administrative Services	
Function	Current Vendor
Prescription Labels	AllTek
Document Desctruction	ShredIt

Current Pharmacy Operations	
Category	Information
Pharmacy Hours	0800 to 2000, Monday through Friday and Saturday 0800 to 1600
Prescription Volume	Rolling 12-month prescription volume: 76,264 prescriptions
Specialty Pharmacy Volume	Approximately 5,000 specialty prescriptions annually
Operating Model	Retail outpatient pharmacy serving University Hospital patients, employees, and community customers (if applicable)

Current Pharmacy Staffing	
Position	**Number of Staff**
Pharmacy Manager	1
Pharamcists	2
Pharmacy Technicans	4

ATTACHMENT B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is entered into, effective as of _____ (the "Effective Date"), by and among University Hospital ("University Hospital"), an instrumentality of the State of New Jersey, having its principal offices at 150 Bergen Street, Newark, New Jersey 07013, and _____ ("Company") having its principal offices at _____. Each of University Hospital and _____ may be referred to herein as a "Party" or, collectively, as the "Parties."

WHEREAS, University Hospital will disclose to Company certain proprietary and confidential information concerning University Hospital's current and past business activities (the "Business") so that Company may evaluate and prepare a response to Request for Proposal UH-P26-006, Retail and Specialty Pharmacy Operation Management Services. (hereinafter referred to as the "Authorized Purpose"); and

WHEREAS, University Hospital desires to protect its Confidential Information, as defined below, against any unauthorized use and any unauthorized or uncontrolled disclosure.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. As used throughout this Agreement, the term "Confidential Information" means information not generally known to third parties and which is proprietary to University Hospital including information about University Hospital's Business that includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information including without limitation strategy, sales, finance and business systems and techniques, and other business affairs of University Hospital. All information, oral or written, of University Hospital that is disclosed to Company or to which Company obtains access, whether originated by University Hospital or by others, shall be presumed to be Confidential Information, regardless of whether it is explicitly marked as such.

2. It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to University Hospital. Accordingly, Company agrees:

a. Not to use any of the Confidential Information for any purpose other than for or in connection with the Authorized Purpose.

b. To maintain all of the Confidential Information in confidence and not disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of University Hospital.

c. That any dissemination of Confidential Information shall be only in connection with the Authorized Purpose, and shall be only to the employees, agents, or affiliates of Company who have a need to know said Confidential Information in order for Company to carry out proper

purposes and responsibilities related to Company's discussions with University Hospital and the Authorized Purpose and who have been advised of the confidential nature of such information. Further, Company shall cause such employees, agents and affiliates who have access to the Confidential Information to comply with the terms and provisions of this Agreement in the same manner as each Party is bound hereby, with Company remaining responsible for the actions and disclosures of such employees, agents, and affiliates.

d. That, upon University Hospital's request, all records, documents, correspondence, and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to University Hospital or destroyed by Company, and Company will certify that the provisions of this paragraph have been complied with.

3. Company's nondisclosure obligations hereunder shall not apply to Confidential Information that (a) is or has become publicly known and made generally available through no wrongful act of Company; (ii) can be shown to already be known to Company or in Company's possession as of the date of disclosure by Company, as evidenced by pre-existing written records promptly provided to University Hospital upon request; (iii) was disclosed to Company without an obligation of confidentiality by a third party having a lawful right to make such disclosure; or (iv) is disclosed by order of a court of competent jurisdiction; or (v) University Hospital authorizes, in writing, for release.

4. In the event that Company receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, University Hospital agrees to:

a. Immediately notify University Hospital of the existence, terms, and circumstances surrounding such a request, so that University Hospital may seek an appropriate protective order and/or waive Company's compliance with the provisions of this Agreement; and

b. If disclosure of the Confidential Information is required in the opinion of Company's counsel, to the extent possible, cooperate with University Hospital in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

5. The Parties acknowledge that the Confidential Information is the property of University Hospital, and the disclosure of the Confidential Information to Company does not convey any right, title, or license in the Confidential Information to Company. Company shall not appropriate the Confidential Information to Company's own use or to the use of any third party and shall only use the Confidential Information for the Authorized Purpose or to the extent otherwise authorized in writing by University Hospital.

6. It is further understood and agreed that no failure or delay by University Hospital in exercising any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege under this Agreement.

7. The termination of the discussions or relationship between the Parties shall not relieve Company or its employees, agents, or affiliates of the obligations of nonuse or nondisclosure under this Agreement or the obligation to return or destroy certain materials.

8. Except as otherwise specified herein, any notice or other communication is to be addressed as set forth below or to such other address as may be specified by the Parties in writing, and may be sent by US mail, by guaranteed overnight delivery service, or by email. Unless otherwise specified herein, notices shall be effective when received.

If to University Hospital, to:		If to Company, to:
Chief Legal Officer & Corporate Secretary Room D225		[Name]
150 Bergen Street Newark, New Jersey 07103		[Address]
		[Email address]

9. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of New Jersey.

10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed in this Agreement shall be in addition to, and not in limitation of, those provided by applicable law.

11. This Agreement may be amended only by a written instrument signed by both Parties.

12. Any disputes arising out of this Agreement shall be venued in federal or state court in the State of New Jersey, and each Party hereby consents to the jurisdiction of such court.

13. This Agreement shall be binding upon the Parties and their successors and assigns.

The Parties hereto do hereby execute this Agreement as of the Effective Date.

University Hospital	[Company]
By: _____	By: _____
Name: Carole Johnson____	Name: _____
Title: President and CEO__	Title: _____
Date: _____	Date: _____

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date:_____ _____Signature

_____Name

_____Title

FEIN #_____

University Hospital
Supplier Diversity and Vendor Development Program

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

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

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

- **Minority Business Enterprise (MBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned by African Americans, Hispanic Americans, Native Americans, Asian Indian Americans or Asian Pacific Americans. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: National Minority Supplier Development Council (NMSDC); National Minority Business Council (NMBC); NY/NJ Minority Supplier Development Council; US Pan Asian Chamber of Commerce (USPAACC).

- **Woman Business Enterprise (WBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a woman or women of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the Women's Business Enterprise National Council (WBENC).

- **Veteran Business Enterprise (VBE)** – An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by one or more individuals who have performed active service in one of the United States armed services and have been honorably discharged. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: US Department of Veteran Affairs (VA); National Veteran Business Development Council (NVBDC).

- **LGBT Business Enterprise (LGBTE) -** An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a gay, lesbian, bisexual or transsexual individual of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the National LGBT Chamber of Commerce (NGLCC)

- **Small Business Enterprise (SBE)** - A small business (as defined pursuant to Section 3 of the Small Business Act) presently located in the United States or its trust territories. The Small Business Act states that a small business concern is "one that is independently owned and operated, and which is not dominant in its field of operation." The law also states that in determining what constitutes a small business, the definition will vary from industry to industry to reflect industry differences accurately. Verification is provided by The Small Business Administration, and New Jersey Department of Treasury, Division of Revenue, which maintains the NJSAVI Database.

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

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

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

Diversity Sub-Contractor Utilization Plan

(Submitted with Bidder's Proposal, if applicable)

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

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

Sub-Contactor/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

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 an RFP # UH-P26-006: Retail and Specialty Pharmacy Operation Management Services 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		**To: BUSINESS ASSOCIATE**
Name/Title:	Privacy Officer Office of Ethics & Compliance	Name/Title:
Address:	University Hospital 3 Penn Plaza, 13th Floor Newark, NJ 07105	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.

IN WITNESS WHEREOF, the Parties hereto agree to the above as written.

COVERED ENTITY: UNIVERSITY HOSPITAL		**BUSINESS ASSOCIATE:**	
By:	_____	By:	_____
Name:		Name:	
Title:		Title:	
Date:	_____	Date:	_____

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EXHIBIT A

UNIVERSITY HOSPITAL
STANDARD TERMS AND CONDITIONS

Section A: Terms and Conditions Governing All Contracts

1. REFERENCE TO LAWS

1.1. Compliance – Laws

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

1.2. Compliance – State Laws

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

This contract is subject to the New Jersey 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 prices; and,
(b) Vendor Federal Employer Identification Number.

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

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

4. LIABILITIES

4.1. Liability – Copyright

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

4.2. Indemnification

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

4.3. Insurance

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

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

Commercial General Liability Insurance - including contractual liability endorsement, subject to primary limits of coverage of not less than $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 price, if any, to be paid by the Contractor for its failure to meet its contractual commitments.

5.11. Maintenance of Records

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

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

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

3.0 PROPOSALS TERMS

3.1 Contract Amount

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

3.2 Executive Director's Right of Final Bid Acceptance

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

3.3 Causes for Automatic Rejection of Bids

Bids may be automatically rejected for the following reasons:

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

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

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

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

contains multiple items, the remainder of the bid will be evaluated;

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

3.4 University Hospital's Right to Inspect Bidder's Facilities

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

3.5 University Hospital's Right to Request Further Information

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

Further, the Executive Director of Supply Chain Management reserves the right to request a bidder to explain in detail how the bid price was determined. Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) requires that providers include in contracts for services a provision allowing the Federal Government to have access to all documents and records that are needed to verify the Contractor's cost, if the value of the contract over 12 months is a t 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: _____

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