



Purchasing Services

REQUEST FOR PROPOSAL

TITLE: Motion Tracking System for UMDNJ School of Health Related Professions, Department of Rehabilitation and Movement Sciences – DPT Program – Stratford Campus.

RFP NO.: P12-047

DATE ISSUED: March 5, 2012

DUE DATE: March 29, 2012

TIME: 2:00 PM

**LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY
Department of Purchasing Services
Liberty Plaza
335 George Street, 2nd Floor
New Brunswick, NJ 08903**

Important Note: Please see *Section 1.3.2* for scheduled Non-Mandatory Telephone Call-In Pre-Bid Conference on **March 15, 2012 at 10:30 AM.**

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

BIDDER'S NAME AND ADDRESS

SIGNATURE AND TITLE OF AUTHORIZED INDIVIDUAL

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

This Request for Proposal (RFP) is being issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of UMDNJ School of Health Related Professions (SHRP), Department of Rehabilitation and Movement Sciences, Doctor of Physical Therapy Program, Stratford Campus.

UMDNJ is committed to obtaining the best value when it purchases good and services. UMDNJ must achieve value while operating in full compliance with all applicable State of New Jersey and University procurement regulations and policies.

The Office of Supply Chain Management comprised of the Departments of Purchasing Services and Contract Management, oversees the procurement process at UMDNJ, and is interested in contracting with one firm who will provide a Motion Tracking System with the purpose of measuring human kinematics standalone or kinematic and muscle activity during task performance, as well as training, service, and maintenance to the UMDNJ School of Health Related Professions, Department of Rehabilitation and Movement Sciences - Doctor of Physical Therapy Program.

1.1.2 Intent

The intent of the UMNDJ through this Request for Proposal is to award a Contract to one responsive bidder whose bid proposal conforms to the specifications contained in this RFP and is most advantageous to UMDNJ, price and other factors considered.

1.2 Background

The Physical Therapy degree program is offered jointly by the University of Medicine and Dentistry of New Jersey – School of Health Related Professions and Rutgers, The State University of New Jersey – Graduate School at Camden. Graduates earn the DPT degree from UMDNJ-SHRP and Rutgers-Camden upon satisfactory completion of all requirements.

UMDNJ-School of Health Related Professions, Stratford Campus is located approximately 4 miles off New Jersey's Highway 295 in historic Stratford, NJ. The School of Health Related Professions offers the following programs: Respiratory Therapy (associate degree), Psychosocial Rehabilitation (associate and master's degrees), Vocational Rehabilitation (master's degree), and the Doctor of Physical Therapy. The smallest of the five University campuses, the facilities are shared with the School of Osteopathic Medicine, School of Nursing, School of Public Health, and the Graduate School of Biomedical Sciences, providing students and faculty with opportunities to interact with the students of these Schools.

The primary mission of the Physical Therapy Program is to educate generalist physical therapists prepared to advance towards independent practice and committed to humanistic principles through education, scholarship, community service and clinical practice. The curriculum is designed to provide a student's first degree in physical therapy. The program is accredited by the Commission on Accreditation in Physical Therapy Education of the American Physical Therapy.

The Doctor of Physical Therapy Program (DPT) intends to expand its facility with the addition of Motion Tracking System research laboratory equipment that is essential for DPT program to facilitate scholarship and allow the faculty to pursue their respective research agendas while also attracting both students and research collaborators.

For more info about the DPT program, please go to: <http://shrp.umdny.edu/dept/PT/south/>

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the UMDNJ, Purchasing Services to accept only written questions and inquiries from all bidders receiving this Request for Proposal. Written questions should be e-mailed, mailed or faxed to UMDNJ, Purchasing Services to the attention of the assigned buyer at the following address:

University of Medicine and Dentistry of New Jersey (UMDNJ)
Department of Purchasing Services
335 George Street – 2nd Floor
New Brunswick, NJ 08903
ATTN: Agatha Bober

Phone: 732-235-9063 Fax: 732-235-9766 E-mail: Boberaa@umdny.edu

1.3.2 Non-Mandatory Telephone Call In Pre-Bid Conference

A non-mandatory telephone call-in pre-bid conference has been scheduled for this procurement. All bidders interested in submitting proposals are strongly encouraged to call in to the non-mandatory telephone call-in pre-bid conference. The purpose of this conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. **Essential information shall be given to all attendees; information that could mean the difference between a responsive and non-responsive bid.**

The day and time are as follows:

DATE: March 15, 2012 **TIME: 10:30 AM**

TELEPHONE CALL- IN CONFERENCE #: 1-866-765-4171 **PARTICIPANT PASSCODE: 6215867**

It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder,

because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the pre-bid conference date.

1.3.3 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ Purchasing Services buyer following the prescribed format attached to this RFP in *Section 9.3 P12-047 Motion Tracking System* for the UMDNJ Department of Department of Movement and Rehabilitation Sciences, Doctor of Physical Therapy Program - Stratford, *Question Protocol*.

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

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

At the telephone call-in pre-bid conference, procedural questions will be addressed. Substantive questions concerning the RFP *Scope of Work* and requirements submitted by the bidders shall be addressed in a written addendum. If necessary, Purchasing Services may continue to accept written questions up through the close of business the day following the bid conference. If questions are to be accepted after the bid conference, an announcement will be made at the bid conference.

1.4 Additional Information for Bidders

1.4.1 Revisions to this Request for Proposal

In the event that it becomes necessary to clarify or revise this Request for Proposal, such clarification or revision will be by addendum. If any addenda are issued for this procurement, it will be distributed to all bidders who were sent the Request for Proposal and attended the non-mandatory telephone call-in pre-bid conference.

1.4.2 Addendum as a Part of this Request for Proposal

Any addendum to this Request for Proposal shall become part of this Request for Proposal and part of any Contract resulting from this Request for Proposal.

1.4.3 Issuing Office

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

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this Request for Proposal. By submitting a proposal in response to this Request for Proposal, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this Request for Proposal. UMDNJ is not responsible for any debts or payments incurred by the bidder in the performance of this Contract.

1.4.5 Cost Liability

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

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All 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.

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

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

In the event of a challenge to the bidder's designation of confidentiality/proprietary materials, the bidder shall be solely responsible for defending its designation and UMDNJ 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 and, if applicable, foreign (out of State) corporate registration must be supplied by each party to the joint venture.

1.4.9 HIPAA Compliance

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

The HIPAA privacy rules permit disclosure of patient information without authorization in certain situations in which no business associate agreement is needed. However, in the day to day interaction of providing the devices and services under this Request for Proposal, the Contractor may well have access to information unrelated to the patient receiving the medical device. For example, the Contractor's representative may be in a patient room with a patient not receiving a device. A Contractor's representative may have discussions with a physician regarding the Contractor's device and receive patient information by way of an example for future cases. A Contractor's representative may see another patient's X-rays while in a room reviewing a patient's records. For these and similar reasons, it is prudent to have a business associate agreement in place to safeguard these patients' rights to privacy.

1.4.10 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at www.state.nj.us/njbgs

1.4.10.1 Definitions

Affiliate: 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: an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

Business Registration: 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: a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency.

Contracting Agency: 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, any county college, or any local unit.

Subcontractor: 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.

1.4.10.2 Requirements Regarding Business Registration Form

A contractor shall submit a copy of its business registration at the time of submission of its bid proposal in response to this Request for Proposal.

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 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.

1.4.11 Deficit Reduction Act

The University of Medicine and Dentistry is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ 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 UMDNJ 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 UMDNJ's Office of Ethics and Compliance. Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ 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 UMDNJ'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 UMDNJ employees and all contractors and agents of UMDNJ.

1.4.12 Federal and State Laws and Regulations Regarding Healthcare

The University is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations. All goods provided under this RFP and the Contract award under this RFP 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 Contract entered into

between the parties as a result of this RFP, 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 be terminated if amending will not resolve the violation.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this Request for Proposal:

Addendum – Written clarification or revision to this Request for Proposal issued by UMDNJ, Purchasing Services.

Amendment – A change in scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Vice President for Supply Chain Management.

Bidder – An individual or business entity submitting a bid in response to this Request for Proposal.

C3D – refers to proprietary technology that allows for 3 dimensional image capture (capture three dimensional)

Contract – This Request for Proposal, any addendum to this Request for Proposal, the bidder's proposal submitted in response to this Request for Proposal, UMDNJ's Standard Terms and Conditions, and UMDNJ's Contract Term Sheet.

Contractor – The Contractor is the bidder awarded a contract.

Deliverable – Any component that the Contractor provides under this contract, for example, consumable items, application software, documentation, third party products, etc.

DPT – Doctor of Physical Therapy Program.

Documentation – Manuals, listings, diagrams, and other hard- or soft-copy written or graphic materials that describe the use, operation, maintenance, and/or design of any good or service.

Evaluation Committee – A committee established to review and evaluate bid proposals submitted in response to this Request for Proposal and to recommend a contract award to the Vice President of Supply Chain Management.

HIPAA – Health Insurance Portability and Accountability Act of 1996.

IP Address – Internet Protocol Address

ISB Shoulder Protocol - study of shoulder mechanics.

Background IP – Background Intellectual Property

ISO – International Organization for Standardization.

LED - light emitting diode.

May – Denotes that which is permissible, not mandatory.

Portability - being able to be relocated easily from one treatment room to another if necessary.

Project – The undertaking of services that are the subject of this Request for Proposal.

Remedy – To restore to the natural or proper condition.

Request for Proposal (RFP) – This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.

SHRP – School of Health Related Professions.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

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

Vice President – Vice President of Supply Chain Management.

3.0 SCOPE OF WORK / COMMODITY DESCRIPTION

UMDNJ is committed to obtaining the best value when it purchases good and services.

UMDNJ must achieve value while operating in full compliance with all applicable State of New Jersey and University procurement regulations and policies. The Office of Supply Chain Management oversees the procurement process at UMDNJ, and is interested in contracting with a firm who shall provide a Motion Tracking System, training, maintenance, and service to the UMDNJ, School of Health Related Professions (SHRP), Department of Rehabilitation and Movement Sciences – Doctor of Physical Therapy Program - Stratford. Through an open and competitive bid process, the Department is requesting a proposal to provide Motion Tracking System, the system with the purpose of measuring human kinematics standalone or kinematic and muscle activity during task performance. The Bidder's cost proposal must be all-inclusive; the cost proposal must include the product price, warranty, shipping, training and installation associated with the same.

The following areas address specific requirements regarding the Motion Tracking System to be provided by the contractor in order to meet the requirements of this Scope of Work.

3.1 General Requirements / Components and Accessories

In its bid proposal, the bidder must respond to each requirement with sufficient detail to demonstrate its ability or capability to satisfy the requirements of each Section.

After bid submission, the bidder is required to provide a Web-Based presentation concerning the Motion Tracking System proposed to the UMDNJ Evaluation Committee. See *Sections 6.2 and 7.1.3*.

- 3.1.1** The Contractor's Motion Tracking System shall include a desktop chassis contained in a portable cabinet to allow for portability.
- 3.1.2** Motion Tracking System must have a minimum of eight (8) digital cameras with indoor/outdoor capabilities and individual IP addresses.
- 3.1.3** Motion Tracking System must have 200 HZ sampling rate with a minimum of 200 frames per second.
- 3.1.4** Motion Tracking System must have a 6-15 mm zoom lenses.
- 3.1.5** Motion Tracking System must have near infrared or infrared LED's (light emitting diode).
- 3.1.6** Motion Tracking System must include a calibration kit.
- 3.1.7** Motion Tracking System's Cameras must include carrying cases.

- 3.1.8** Motion Tracking System must include tripod mounts for each camera.
- 3.1.9** Motion analysis marker kit must have a minimum of 150 reflective markers, reflective tape, measuring tape, calipers adhesive disks.
- 3.1.10** Motion Tracking System must include all necessary connection cables with minimum length of 20 meters.
- 3.1.11** The Contractor must provide a Web-Based presentation of the Motion Tracking System to the Evaluation Members of the Bid.
The Web-Based presentation must be described in detail in *Section 7.1.3*.
The presentation will be scheduled after the Bid Opening Date **March 29, 2012** and if the Bid is in compliance and responsive.
* Web-Based Presentation will be part of Evaluation for Contract Award.

3.2 Software / Technical Requirements

- 3.2.1** Motion Tracking System must include capture software compatible with camera system.
- 3.2.2** Motion capture software installed must include manuals. The Contractor must provide the DPT Program with all available equipment operating manuals, videos and any other written information associated with equipment operation.
- 3.2.3** Motion Tracking System software must be able to stream to Microsoft Excel and/or Labview, Matlab, and include C3D (capture three dimensional) capabilities.
- 3.2.4** Motion Tracking System must have a Power over Ethernet (PoE) connection along with Ethernet switch to connect to a computer to power all 8 cameras
- 3.2.5** Motion Tracking System's software must allow for collection of EMG (Electromyography) and/or other analog data both standalone and synchronized with kinematic data.
- 3.2.6** Motion Tracking System's software must allow for immediate data processing and playback for viewing skeletal animation and graphic data.
- 3.2.7** Motion Tracking System's software must output all standard kinematic and kinetic data.
- 3.2.8** Motion Tracking System's software must support standard research protocols, such as the ISB shoulder protocol, as well as allow for custom computations.
- 3.2.9** Motion Tracking System's software must offer analog filters such as Butterworth, Chebyshev and/or Frequency Domain with cut-off frequencies for each sensor and analog channel.

3.2.10 Software must be able to simultaneously and synchronously collect from multiple kinematic tracking systems, such as an electromagnetic system with an optical system, in a common reference frame.

3.2.11 Software must support real-time collection from electromagnetic sensors, passive and active optical systems, and marker-less optical systems. Software must support synchronous collection from one of the kinematic tracking systems with analog devices, electromyography units, force plates, eye trackers, event markers, multiple high-speed digital video cameras, haptic devices and virtual reality displays.

3.2.12 Software must be able to define segment axes based on anatomical landmarks.

3.3 Additional Hardware

3.3.1 Motion Tracking System must include a minimum 16 channel wireless EMG with Amplifier Unit.

3.3.2 Motion Tracking System must include Analog to digital board.

3.3.3 Motion Tracking System must include; desk-top chassis, monitor, Windows 7 OS, 2 Quad processor, with minimum 1066 MHz and 4 GB.

3.3.4 Motion Tracking System must include RAM with all necessary motion capture hardware and software installed.

3.3.5 Motion Tracking System must have hand-held event marker switch.

3.3.6 The Contractor must notify the UMDNJ Department representative within 90 days of any Software releases or upgrades. The price of the software releases and / or upgrades must be included in *Section 8.2* the post warranty service and maintenance price.

3.4. Delivery, Installation and Training Requirements

3.4.1 After the contractor receives the official Purchase Order from UMDNJ, the Contractor must contact the Department representative for the delivery arrangement and installation of the System to the Doctor of Physical Therapy Program at 40 East Laurel Road, UEC Suite 2105 Stratford, NJ.

3.4.2 The Contractor shall provide a minimum of four (4) days on-site System training session to Doctor of Physical Therapy Program Faculty and Staff. Two (2) days of training will occur upon delivery and two (2) additional days of training shall occur within the first year of purchase if needed.

The training for UMDNJ staff is necessary to instruct the staff to provide routine troubleshooting and user support services. The faculty and staff will consist of approximately 12 members of the DPT program including the faculty members: program director, associate professor, assistant professor and instructor

3.5 Support and Maintenance Requirements

- 3.5.1** The Contractor shall provide a one (1) year warranty which shall include all parts, service, repairs, preventative maintenance and software upgrades. The initial one (1) year warranty shall commence after delivery, installation and acceptance of equipment.
- 3.5.2** The Contractor shall provide all necessary maintenance requirements to ensure equipment is safe and operational as required by the applicable regulatory standards.
- 3.5.3** The Contractor's service technicians must be available for immediate direct telephone consultation and repair service requests during normal business hours; 9:00AM - 5:00PM Monday – Friday EST.

The Contractor shall have available telephone technician consultation in off business hours and weekends. If a voice mail is left requesting service and maintenance, the Contractor must be able to return a phone call within 2 hours of placing the call during normal business hours or within one business day if voicemail is left during off business hours and weekends.

- 3.5.4** The Contractor's service technicians must provide the repair services within five (5) workdays from the request. If the repairs can not be conducted on Site of DPT Program, the equipment will be shipped back to the company and a temporary replacement shall be provided by the contractor.
- 3.5.5** All software upgrades and repairs must be done on-site or remotely as appropriate.
- 3.5.6** The extended service maintenance must begin after the one (1) year warranty has expired and it must include one (1) annual preventive maintenance inspection, safety checks, service, parts and labor. It will also apply to any updates, new releases of the same version of the software as supplied with the Motion Tracking System.
- 3.5.7** The Contractor must provide, at the request of UMDNJ DPT Program maintenance records for all services and repairs provided to the Motion Tracking System.

3.6 Cost Proposal

3.6.1 The Contractor's cost proposal must be **all-inclusive**.

The cost proposal for the Motion Tracking System must include all direct and indirect costs;

- Shipping (FOB Destination)
- Delivery and installation
- One (1) Year Warranty for service repairs, parts and maintenance
- Training

Bidder must provide Cost Proposal in *Section 8.1* and *Section 8.2*, this must include pricing for the optional extended service and maintenance of the equipment.

In addition, *Section 8.3* must include pricing for the required service, maintenance and repair hourly rate with the pricing for the parts as appropriate.

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term

The Contract shall be awarded for at least five (5) years commencing from the date of award. The Second year of the contract shall commence at the end of the one (1) year warranty and the beginning of the optional annual service and maintenance plan.

The contract shall end on the fourth (4) year of the annual service and maintenance plan. 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.

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

4.3 Precedence of the University's Standard Terms and Conditions

See attached **Exhibit A** for UMDNJ's Standard Terms and Conditions.

The terms and conditions of this Contract are non-negotiable as per New Jersey statute N.J.S.A. 18A: 64 G-6 et seq. The Contract resulting from this procurement shall consist of this Request for Proposal, including UMDNJ's Standard Terms and Conditions, any addenda to this Request for Proposal, the Contractor's bid proposal and UMDNJ's signed Contract Term Sheet.

In the event of a conflict between the provisions of this Request for Proposal, including UMDNJ's Standard Terms and Conditions in *Exhibit A*, any addendum to this Request for Proposal, and the bidder's proposal, the Request for Proposal and/or the addendum shall govern.

Unless specifically noted within this Request for Proposal, Special Terms and Conditions in this section of the Request for Proposal take precedence over the UMDNJ's Standard Terms and Conditions. The Standard Terms and Conditions in effect for this procurement are attached as *Exhibit A* to this Request for Proposal.

4.4 Insurance

The vendor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and UMDNJ 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. This certificate of insurance should include the bid proposal number. **IN ORDER TO PREVENT ANY UNNECESSARY DELAY, VENDORS MAY SUBMIT EVIDENCE OF REQUIRED INSURANCE WITH THEIR BID PROPOSALS.**

- (1) Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance as required by applicable State and Federal Law.
- (2) Commercial General Liability Policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and completed operations, and shall include the UMDNJ, as an additional insured. Limits of liability shall not be less than \$1,000,000.00 per person and \$3,000,000.00 aggregate for bodily injury and not less than \$500,000.00 per occurrence for property damage liability.
- (3) Automobile Liability Policy covering owned, non-owned and hired vehicles with minimum limits of \$1,000,000.00 per occurrence for bodily injury liability and \$200,000.00 per occurrence for property damage liability.

INDEMNIFICATION:

The Vendor Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the University of Medicine and Dentistry of New Jersey and its 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 the UMDNJ , its agents, servants or employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under the contract. 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.

All required insurance coverage's must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

4.5 Departure From Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if the change is a material departure from the bid specifications or the terms and conditions of this Request for Proposal. A material departure occurs when the change increases the likelihood that the waiver from compliance with the Request for Proposal is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely to affect the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of the University to make a bid comparison, or is unacceptable to the University. The determination of material departure shall be in the sole discretion of the University.

4.6 Contract Amendment

Any changes or modifications to the terms of the Contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Vice President of Supply Chain Management.

4.7 Contractor Responsibilities

The Contractor shall have sole responsibility for the complete effort specified in the Contract. UMDNJ is not responsible for any debts or payments incurred by the Contractor in the performance of this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due to any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

4.8 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 Vice President of Supply Chain Management, through the University's Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Vice President of Supply Chain Management, through the University'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 Vice President of Supply Chain Management, through the University's Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Vice President of Supply Chain Management, through the University'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 UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered "work for hire," i.e., UMDNJ, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work

made for hire in accordance with the terms of this Agreement, Contractor or subcontractor hereby assigns to UMDNJ all right, title and interest in and to any such material, and the UMDNJ shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant UMDNJ a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the UMDNJ for the purposes contemplated by the contract.

4.11 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UMDNJ to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from UMDNJ contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4.12 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 Vice President of Supply Chain Management.

4.13 Advertising

The Contractor shall not use UMDNJ's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Vice President of Supply Chain Management.

4.14 License and Permits

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

4.15 Claim and Remedies

4.15.1 Claims

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

Final decisions concerning all disputes relating to contract award rescission, contract interpretation Contractor performance and/or reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Vice President's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against UMDNJ by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

However, any claim against UMDNJ relating to a final decision by the Vice President of Supply Chain Management regarding contract award rescission, contract interpretation, Contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Vice President of Supply Chain Management was improper.

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

The Contractor must submit monthly invoice statements to Accounts Payable Dept at UMDNJ with supporting documentation evidencing that the product and/or work for which payment is sought has been satisfactorily completed. **Invoices must reference the Contract number (P12-047) and Purchase Order number and also must be in strict accordance with the prices and discounts that were submitted and accepted with this proposal.** When applicable, invoices should reference the appropriate Request for Proposal price sheet line number from the Contractor's bid proposal. All invoices must be approved by UMDNJ before payment will be authorized.

UMDNJ will issue payment for goods and services within **forty-five (45) days** of the receipt and acceptance of goods and/or services by the using department, whichever is later. Vendors shall

not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from UMDNJ for the goods and/or services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by UMDNJ.

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

4.16.1 Payment for Special Projects/Additional Work

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 Vice President of Supply Chain Management.

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this Request for Proposal. 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 Vice President of Supply Chain Management 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 Vice President of Supply Chain Management's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Vice President of Supply Chain Management, it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Vice President of Supply Chain Management's written approval.

4.18 Option to Reduce Scope of Work

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

4.20 Changes 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 Vice President of Supply Chain Management 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 Vice President of Supply Chain Management and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Material Safety Data Sheets

Upon request, the Contractor shall furnish material safety data sheets (MSDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this Request for Proposal to the University'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 give off gas during or following application. Failure to do so may constitute reason for termination of the contract.

4.22 Items Ordered and Delivered

University departments are authorized to order, and the Contractor is authorized to ship, only those items covered by the contract. If a review of orders placed by a department reveals that material other than that covered by the Contract has been ordered and delivered, such delivery shall be a violation of the terms of the Contract and may be considered, by the Vice President of Supply Chain Management, in the termination of the Contract or in the award of any subsequent Contract(s). The Vice President of Supply Chain Management may take such steps as are necessary to have the items returned by the department, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the University the full purchase price.

4.23 Timely Delivery

The Contract involves items that are necessary for the continuation of ongoing, critical services. Any delay in delivery of these items would disrupt University services and could force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

4.24 Chapter 51 / Executive Order 117 Compliance and 2-year Vendor Certification

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions prior to contract award. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at

http://www.umdny.edu/purchweb/vendors/vendor_06_E0134.htm

http://www.umdny.edu/purchweb/employees/employ36_forms_policies.htm

Bidders should submit the Chapter 51 / Executive Order 117 and 2-year Vendor Certification with their bid proposal. If the bidder fails to submit the Chapter 51 / Executive Order 117 Certification, the bidder, if selected for contract award, must submit and comply with Chapter 51 / Executive Order 117 requirements before the contract award can be finalized.

http://www.umdny.edu/purchweb/vendors/vendor_06_E0134.htm

4.24.1 State Treasurer Review

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

4.25 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.

4.26 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.

The Contractor has received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdj.edu/complweb/code/conduct.pdf>. UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:

http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf;

http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf;

http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf.

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 the University of Medicine and Dentistry of New Jersey" available at <http://www.umdj.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

4.27 No Non-Compete Clause

The Contractor shall not enter into agreements with employees, independent contractors or any other party which contain “Not to Compete” or “Non-Competition” provisions that would in any way restrict the ability of UMDNJ to provide services in their facilities.

4.28 Foreign (out of State) Corporations

All foreign corporations receiving a notice of Contract award shall be afforded seven (7) days thereafter to register with the State of New Jersey, Department of the Treasury’s Division of Revenue. <http://www.state.nj.us/treasury/revenue/busregcert.htm>

4.29 Applicable Laws

This Contract and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

4.30 Tax Exempt Status

UMDNJ is tax exempt. N.J.S.A. 54:32b-1, et. seq., exempts the material listed in this RFP from New Jersey State Sales or Use Taxes.

4.31 Late Delivery and Liquidated Damages

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

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

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

The bidder must follow instructions contained in this Request for Proposal 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 Request for Proposal has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the Request for Proposal'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 Request for Proposal that the bidder cannot satisfy.

5.2 Proposal Delivery and Identification

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

5.3 Number of Bid Proposal Copies

Each bidder must submit:

- One (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal,
- One (1) copy of the original bid proposal, clearly marked as the "COPY"
- One (1) electronic copy of the complete bid proposal.

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 Request for Proposal. The bidder should limit their response to one volume, if at all possible, with that volume divided into the four (4) following subsections:

5.5 Subsection 1 – Forms

The following forms are required with bidder’s proposal and shall be submitted with bidder’s proposal:

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 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: www.state.nj.us/njbgs

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

5.5.3 Affirmative Action

Before contract award, the proposed contractor must submit either a New Jersey Affirmative Action Certificate, or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

The 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, and submit their form along with the required fee to the State of New Jersey to obtain the required NJ Affirmative Action Certificate.

5.5.4 Business Associate Agreement

The bidder must complete if applicable the attached Business Associate Agreement, involving the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

5.5.5 Executive Order 117 Compliance and Certification

Effective November 15, 2008, all UMDNJ contractors are required to comply with Executive Order 117. In the early Fall of 2008, Governor Jon S. Corzine signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Bidders should submit the Executive Order 117 Certification with their bid proposal. If the bidder fails to submit the Executive Order 117 Certification, the bidder, if selected for contract award, must submit and comply with Executive Order 117 requirements before the contract award can be finalized. The Executive Order 117 Certification with instructions may be found on the UMDNJ Purchasing Services Department's website at: <http://www.umdny.edu/purchweb/vendors/index.htm>

5.6 Subsection 2 – Technical Response

A bidder's failure to fully, properly and accurately complete all of the information required in *Section 7.0* of the RFP may result in their bid being considered non-responsive. The bidder should fully complete and submit the Bidder's Data Sheets in *Section 7.0* which asks for the following information.

5.6.1 Technical Approach

The bidder must describe its Technical, Support and Maintenance, Delivery, Installation and Training Approach, plans to meet the requirements and required documents in the Scope of Work *Section 3.0*.

5.6.2 Accreditations/Licenses/Certifications

The bidder must submit proof of its accreditations, FDA approval documentation, certifications, and licenses by providing the appropriate documentation with its proposal. Attach information to this form.

5.6.2 Contract Management Plan

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

5.6.3 Bidder's Management and Supervisory Personnel

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

5.6.4 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 Subsection 3 – Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, contact names and telephone numbers, and the bidder's qualifications and capabilities to perform the services required by this RFP. The bidder must fully complete and submit the Bidder's data sheets in section 7.0 which asks for the following information.

5.7.1 Experience of Bidder on Contracts of Similar Size and Scope

The bidder must provide information which demonstrates that they have prior experience with the operation and management of University research laboratories and a familiarity with the quality of work expected of similar institutions. The bidder must indicate the number of years in business and list the contracts award and references.

5.7.2 Bidder's Financial Capability

The bidder should provide proof of its firm's financial capacity and capabilities to undertake and successfully provide goods/services required under this Contract. A financial statement for the most recent fiscal year or bank reference is acceptable. The University reserves the right to check and evaluate the firm's financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by the University, but is not mandatory. However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive.

5.7.3 Listing of All Contracts Lost or Terminated in Last Three (3) Years

The bidder should provide a list of all contracts the bidder has lost or has had terminated before the expiration date of the contract by the other party for whatever reason during the last three (3) years along with the reason why each one was lost or terminated.

5.8 Subsection 4 - Cost Proposal

All bidders must submit their cost proposal in accordance with the Price Sheet(s) included in Section 8.0 of this Request for Proposal. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is requested to hold its cost proposal firm for a minimum of 120 days so that an award can be made.

The bidder's cost proposal must be submitted in hard copy format and an electronic MS Excel spreadsheet. The Excel spreadsheet must follow the same layout or format as the table shown in *Section 8.0, Price Sheet*. The Excel spreadsheet must be on a floppy disk or compact disk and submitted with the bidder's proposal response.

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

NOTE: The bidder's signature on the cover of this Request for Proposal guarantees that prices set forth within the preprinted price lists and/or catalogs will govern for the period of the Contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any Contract awarded as a result of this Request for Proposal.

Once submitted there can be NO alterations or modifications to the pricing of the original proposal without UMDNJ approval.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Evaluation Committee

Bids will 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 is required to provide a Web-Based presentation concerning the Motion Tracking System proposed to the UMDNJ Evaluation Committee. The presentation will be part of the Evaluation. The bidder must provide information as how the presentation will be offered online, please provide details in *Section 7.1.3*. The Web-Based Demo will be scheduled after the bid opening and only if the bidder meets all of the necessary criteria referenced in Scope of Work and is in Compliance.

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 Request for Proposal. 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 Web-Based Online **presentation**.

6.3.3 The bidder's detailed approach and plans to provide **Support and Maintenance Services** required by the Scope of Work Section of this RFP.

6.3.4 The bidder's documented **experience**.

6.3.5 The bidder's **cost** proposal.

6.4 University's Right to Consider Additional Information

- 6.4.1** The Vice President of Supply Chain may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this Request for Proposal.
- 6.4.2** The Vice President of Supply Chain may consider such other factors that, in the opinion of the Vice President, are important in evaluating the bidder's proposal and awarding Contracts as determined to be in the best interest of the University.
- 6.4.3** The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.
- 6.4.4** When making the Contract award decision, the University may consider evidence of formal or other complaints against any bidder(s) by the University for Contracts held in the past or present by the bidder.
- 6.4.5** The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this Request for Proposal by any means deemed appropriate.
- 6.4.6** The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this Request for Proposal. This applies to all facilities services by the bidder or any subcontractor to the bidder. This right extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 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, UMDNJ 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 UMDNJ'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 payments. 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 cost proposal

is not higher than the original cost proposal. Any revised cost proposal that is not equal to or lower in cost than the original cost proposal will be rejected as non-responsive.

Evaluation of the best and final offers (BAFO) will be on the basis of cost 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. UMDNJ 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 Vice President for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to UMDNJ, cost and other factors considered. The Vice President may accept, reject or modify the recommendation of the evaluation committee. The Vice President may negotiate further increases in costs with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by UMDNJ to be in UMDNJ's best interests and to maximize the UMDNJ's ability to get the best value. Therefore, bidders are advised to submit their best technical and cost proposals in response to this RFP, because UMDNJ 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 cost proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

6.6 Contract Award

The Contract shall only be awarded after a full evaluation has been completed. Bidders who submit a proposal are not guaranteed a Contract award. The Contract shall be awarded with reasonable promptness by written notice to that responsible and responsive bidder whose bid, conforming to the Request for Proposal, will be most advantageous to UMDNJ, price and other factors considered. Any or all bids may be rejected when the Vice President of Supply Chain Management determines that it is in the public interest to do so.

6.7 Bidder's Right to Challenge a Contract Award

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

A bidder's protest must be submitted to the buyer of record with a copy to the Vice President of Supply Chain Management ("Vice President") within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award had been made to another bidder. The protest period may be shortened by the Vice

President of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

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

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

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

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

The bidder should fully complete and submit the following Bidder's Data Sheets. Failure to satisfactorily complete and submit the Bidder's Data Sheets may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

PLEASE TYPE OR PRINT LEGIBLY

7.1 Technical Approach

Provide the information below, the bidder's technical approach, plans to meet the requirements and any applicable documents referenced in the Scope of Work - *Section 3.0*. The bidder must set forth in detail its understanding of the requirements of this RFP and its ability to successfully complete the contract. In addition, provide technical specifications and literature on the Motion Tracking System.

[illegible]

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.1.1 Support, Service and Maintenance Approach

Provide the information below the bidder's support and maintenance approach, with the plans to meet the requirements and any applicable documents which would apply to Scope of Work - *Section 3.0*. The bidder must set forth in detail its understanding of the requirements of this RFP and its ability to successfully complete the contract.

This image shows a full page of white paper with horizontal black lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Provide the information below regarding the bidder's delivery, installation and training approach, plans to meet the requirements referenced in Scope of Work *Section 3.0*. The bidder must set forth in detail its understanding of the requirements of this RFP and its ability to successfully complete the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

RFP# P12-047: *Motion Tracking System for UMDNJ School of Health Related Professions, Department of Rehabilitation and Movement Sciences – DPT Program.*

Please describe the availability of the Web-Based Presentation for the Motion Tracking System. As previously mentioned, the presentation is an important part for the evaluation phase of the submitted Bid.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

RFP# P12-047: *Motion Tracking System for UMDNJ School of Health Related Professions, Department of Rehabilitation and Movement Sciences – DPT Program.*

7.2 Contact Information

7.2.1 The bidder should provide the following contact information of the business office that will be responsible for the management of this Contract.

Name: _____ Title: _____

Address: _____

Business Phone Number: (____) - ____ - ____

Business Fax Number: (____) - ____ - ____

E-mail: _____

7.2.2 The bidder should provide the following contact information of the bidding firm's management personnel to be contacted Monday through Friday between the business hours 9AM to 5PM and during "off business" hours for the purpose of providing guidance, assistance and all manners of support in the proper performance of the Motion Tracking System.

Name: _____ Title: _____

Address: _____

Business Phone Number: (____) - ____ - ____

Business Fax Number: (____) - ____ - ____

E-mail: _____

7.2.3 The bidder should list below the name, address and telephone number of the insurance firm from which it intends to purchase the insurance required for this contract, and a person to contact at this firm.

Name of Insurance Firm: _____

Address of insurance firm: _____

Name and telephone number of individual at the insurance company that the University may contact to verify this information:

Name: _____

Telephone: (____)-____-____

E-mail: _____

7.3 References: Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide three (3) current references that clearly demonstrate the bidder's proven capabilities in performing services of a similar size and scope to those required by this RFP. Supply the following information for customers for whom you are currently providing services that are similar to those required by this Request for Proposal. These references will serve as a demonstration of the firm's ability to successfully undertake and provide the goods required by this Request for Proposal.

7.3.1 Name of customer provided as reference: _____

Name of individual the UMDNJ may contact to verify this reference:

Phone number of contact person: (____)-____-____

Length of time services have been provided to this customer: _____

7.3.2 Name of customer provided as reference: _____

Name of individual the UMDNJ may contact to verify this reference:

Phone number of contact person: (____)-____-____

Length of time services have been provided to this customer: _____

7.3.3 Name of customer provided as reference: _____

Name of individual the UMDNJ may contact to verify this reference:

Phone number of contact person: (____)-____-____

Length of time services have been provided to this customer: _____

7.4 Listing of All Contracts Lost or Terminated in Last Three (3) Years- (If Applicable)

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

7.4.1 Name of firm: _____

Name of contact person at firm: _____

Phone number of contact person: _____

Reason for termination: _____

7.4.2 Name of firm: _____

Name of contact person at firm: _____

Phone number of contact person: _____

Reason for termination: _____

7.4.3 Name of firm: _____

Name of contact person at firm: _____

Phone number of contact person: _____

Reason for termination: _____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.5 Potential Problems

The bidder should include a summary of any problems it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this Request for Proposal. The bidder should list issues or concerns which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince the University of its understanding of, and ability to solve, these problem areas.

Potential Problem:

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

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

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.6 Accreditations/Licenses/Certifications

The bidder should submit proof of its accreditations, certifications, and licenses by providing the appropriate documentation with its proposal if applicable.

List Accreditations:

7.7 Bidder's Management and Supervisory Personnel

The bidder should provide a complete list of all contract management and on-site supervisory personnel to be assigned to this Contract. This list should identify the position/title of each individual assigned and provide a summary of each individual's function and role in the Contract.

1. Name of individual assigned: _____

2. Position/Title on this contract: _____

3. Proposed function/role on this contract:

1. Name of individual assigned: _____

2. Position/Title on this contract: _____

3. Proposed function/role on this contract:

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

The bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the requirements listed in *Section 3.0*. The plan should include the bidder's approach to communicate with UMDNJ, including, but not limited to, status meetings, status reports, etc.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

RFP# P12-047: *Motion Tracking System for UMDNJ School of Health Related Professions, Department of Rehabilitation and Movement Sciences – DPT Program.*

8.0 PRICE SHEET AND SUPPORTING DETAIL

8.1 Cost Proposal for the Unit

All inclusive pricing for the Motion Tracking System must include all direct and indirect costs, shipping, delivery, installation, training, a one year warranty and all requirements indicated in *Section 3.0 Scope of Work/Commodity Description*.

\$ _____ %
List Price \$ % Discount of List Price **Proposed Price to UMDNJ**

Indicate Make, Model and Catalog number of the Motion Tracking System equipment and all components being offered.

Please provide official quote along with the line items.
Line items must describe components and accessories.

8.2 Additional Options

Please list any optional features in the above system with pricing.
The % discount must stay firm for one (1) year.

Describe and reference with the catalog number:

Option 1: _____ Catalog #: _____

List Price \$ _____ % Discount of List Price

Proposed Price \$ _____

Option 2: _____ Catalog #: _____

List Price \$ _____ % Discount of List Price

Proposed Price \$ _____

Option 3: _____ Catalog #: _____

List Price \$ _____ % Discount of List Price

Proposed Price \$ _____

(ATTACH ADDITIONAL SHEETS, IF NECESSARY)

8.2 Annual Service and Maintenance

All Inclusive Annual Service and Maintenance Price of the Motion Tracking System to include: parts, labor software upgrades, PM safety checks.

Proposed annual service and maintenance plan shall commence after initial one (1) year warranty has expired.

UMDNJ may choose not to exercise, engage and or execute the second, third, fourth and fifth year of the Annual Service and Maintenance option.

In substitution of the Annual Service and Maintenance option UMDNJ shall request service, maintenance and / or repair on the Motion Tracking System on needed basis. Pricing for this maintenance option is indicated in *Section 8.3*.

2 nd Year	\$ _____	Annual Service and Maintenance
3 rd Year	\$ _____	Annual Service and Maintenance
4 th Year	\$ _____	Annual Service and Maintenance
5 th Year	\$ _____	Annual Service and Maintenance

8.3 Hourly Rate for Service, Maintenance

Service, Maintenance and Repair hourly labor rate and parts price for service, maintenance, safety checks and repairs performed on the Motion Tracking System at UMDNJ **after** the expiration of the one (1) year warranty.

\$ _____ Hourly Labor Rate

All inclusive hourly rate for travel, service, maintenance and repairs performed at UMDNJ **after** the expiration of the one (1) year warranty.

Parts used for service, maintenance and repairs performed on the Motion Tracking System shall be invoiced at contractor's cost to UMDNJ.

If the repair of the unit is not possible onsite, UMDNJ will ship the specific part to the vendor for repair and pay for shipping.

The shipping back will be covered by the vendor.

Training must be provided by the vendor on request by UMDNJ, during Contract...term

9.0 REQUIRED FORMS

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

- Ownership Disclosure Form
- Business Registration Certificate (BRC)
- *Exhibit A* Terms and Conditions

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

- NJ Affirmative Action Employee Information Report Certificate
- Business Associate Agreement (If applicable)
- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- Certificate of Insurance

The Forms are available for download at the following link:

<http://www.umdny.edu/purchweb/vendors/index.htm>

9.3 Question Protocol Format

Please submit any questions you may have for
RFP P12-047 Motion Tracking System

Vendor Name: _____

Question #	Page #	RFP Section Ref.	Question

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

INSTRUCTIONS: Provide below the names, 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	Office Held	Ownership Interest
------	-------------	--------------------

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

Name	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

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

1. A State of New Jersey "Certificate of Employee Information Report Approval," or
2. A Form AA/302 Affirmative Action Employee Information Report, or
3. A Federal letter of approval from the Department of Labor.

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

Sincerely,

Purchasing Services

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. **PURPOSE**

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

II. **DEFINITIONS**

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

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

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

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

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

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

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

III. **IMPLEMENTING DOCUMENT**

A. **Requirements:**

1. General Guidelines:

- a. As part of its Supplier Diversity Program encompassing small businesses, the University is committed to actively and affirmatively seek diverse business relations. The goal is to ensure that an equitable portion of the University's total purchases for construction, goods, equipment and services is placed with diverse businesses. Vendors are to complete the Sub-Contractor Utilization Report in order to comply with target goals set by the University.
- b. All academic, healthcare and administrative units of the University are encouraged to consider vendor diversity in their purchases.

2. UMDNJ Vendor Diversity Program Goals and Targets:

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

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

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

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

3. Program Requirements

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

4. New Reporting Requirement

Public contracting authorities must now report annually on their outreach efforts.

5. Important Process Change

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

6. Other UMDNJ Policies and Procedures:

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

B. Responsibilities

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

Revised 1/23/04
8/23/05

Small Business Sub-Contractor Utilization Report

Project Name	
Date	Purchase Order #
Project Coordinator	
Representative	
Address	
Phone #	

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

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Duration period of Sub-Contract	

Prepared By: _____ Phone #: _____
 Print Name

_____ Bid/Bid #: _____
 Print Title

_____ Term of
 Signature Contract: _____

Return to: UMDNJ Manager of Purchasing
 Liberty Plaza, 2nd Floor
 335 George Street
 New Brunswick, New Jersey 08903

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

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

Effective Date of Underlying Agreement: _____
School/Unit: _____
Vendor: _____

Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between The University of Medicine and Dentistry of New Jersey - **School of Health Related Professions (“UMDNJ”)**, a body corporate and politic of the State of New Jersey having its principal administrative offices at _____ (hereinafter referred to as “**Covered Entity**”) and [Name and Address of Contracting Party] (hereinafter referred to as “**Business Associate**”) (the “**Covered Entity**” and “**Business Associate**” hereinafter collectively referred to as the “**Parties**”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

WHEREAS, in connection with the Underlying Agreement the Business Associate provides services to Covered Entity and Covered Entity discloses to Business Associate certain Protected Health Information that is subject to protection under 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) (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; and

WHEREAS, for good and lawful consideration and with acknowledgment of the mutual promises, set forth in the Underlying Agreement and herein, the Parties, intending to be legally bound, hereby agree as follows:

I. Definitions¹

¹ An expanded definition of the following terms as well as the definition of other relevant terms are available on UMDNJ’s website at <http://www.umdj.edu/purchweb/vendors/index.htm> . Terms used in this Business Associate Agreement but not otherwise defined shall have the meaning ascribed to those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA and/or the HITECH Act. See 45 C.F.R. 160.103, 164.402 and 164.501.

A. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information (“PHI”) which compromises the security or privacy of such information in violation of HIPAA, the HITECH Act, the HIPAA Regulations, and/or the HITECH Regulations, except where a good faith belief exists that unauthorized persons to whom such information is disclosed would not reasonably have been able to retain such information. The term “**Breach**” does not include:

1. Any unintentional acquisition, access, or use of PHI by an employee or person acting under the authority of a Covered Entity or Business Associate if:

a. Such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or person, respectively, with the Covered Entity or Business Associate; and

b. Does not result in further unauthorized use or disclosure; or

2. Any inadvertent disclosure by a person who is otherwise authorized to access PHI at a Covered Entity or Business Associate to another, similarly authorized person at the same Covered Entity, Business Associate or organized health care arrangement in which the Covered Entity participates and such information received as a result of such disclosure is not further used or disclosed in an impermissible manner.

B. **Business Associate** means a service provider that receives PHI from, or creates or maintains PHI on behalf of, a Covered Entity including, but not limited to, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefits management, practice management, repricing, transcription, legal, actuarial, accounting, consulting, data aggregation, administrative, accreditation or financial services, and vendors that offer personal health records to patients as part of a Covered Entity’s electronic health record, where the service or function involves the use or disclosure of individually identifiable health information from the Covered Entity or from another Business Associate of the Covered Entity. A Business Associate excludes, among others, employees of Covered Entities.

C. **Covered Entities** include (i) health care providers that transmit patient health information electronically in connection with a covered transaction, (ii) health plans (including employer-sponsored employee welfare benefit plans and self-insured employer-offered health plans), and (iii) health care clearinghouses.

D. **Data Aggregation** means, with respect to PHI created or received by a Business Associate, the combining of PHI received by a Business Associate in its capacity as a Business Associate for more than one Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.

E. **Designated Record Set** means any grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity that is (i) medical records and billing records about individuals, and/or (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, used, in whole or in part, by or for the Covered Entity, to make decisions about individuals.

F. **Electronic Protected Health Information (“Electronic PHI”)** means PHI that is transmitted by or maintained in electronic media.

G. **Individual** means the person who is the subject of PHI and includes a person who qualifies as a personal representative (45 C.F.R. 164.502(g)).

H. **Protected Health Information (“PHI”)** means physical and/or mental health and demographic information collected from an individual and created or received by a Covered Entity and/or Business Associate that identifies or could reasonably identify an individual (*i.e.*, is “individually identifiable”) and is held or transmitted in any form including electronic media. PHI excludes educational records and employment records held by a Covered Entity as an employer (45 C.F.R. 164.501).

I. **Required By Law** means that Covered Entities may use and disclose PHI without individual authorization as required by law (including by statute, regulation, or court orders) in accordance with the requirements in 45 C.F.R. 164.512(c), (e) or (f).

J. **Unsecured PHI** means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of HHS.

II. Permitted Uses and Disclosures of PHI by Business Associate

A. Except as otherwise limited in this BAA, Business Associate may use 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 further disclosures (i) do not violate the requirements of HIPAA’s Business Associate contract standard at 45 C.F.R. 164.504(e)(1) and/or the HITECH Act, if done by the Covered Entity, (ii) are the minimum necessary PHI to accomplish the intended purpose, or (iii) are Required By Law.

B. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided, however, that any such uses or disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (ii) the person notifies the

Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

C. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity (42 C.F.R. 164.504(e)(2)(i)(B)).

D. Business Associate may use PHI to report violations of law to appropriate federal and state authorities as permitted under HIPAA and/or other federal and state laws. (45 C.F.R. 164.502(j)(1)).

III. Duties and Obligations of Business Associate Related to PHI

A. Business Associate shall not use or disclose PHI other than as permitted or required by the Underlying Agreement, this BAA, and/or as Required By Law. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this BAA.

B. Business Associate shall use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and/or Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Business Associate shall notify, in writing, the Covered Entity when the Business Associate discovers a Breach of Unsecured PHI. A Breach is deemed to have been discovered by a Business Associate as of the first day on which Business Associate (by its employee, officer, or other agent) knows or would have known of such Breach by exercising reasonable diligence. Business Associate's notification to Covered Entity (i.e., UMDNJ) shall:

1. Be made to the Covered Entity without unreasonable delay and in no event later than ten (10) days following the discovery of a breach, except in the case of a Business Associate that is an agent of the Covered Entity, in which case the Business Associate must provide the Covered Entity with immediate notification of the breach, except where law enforcement officials determine that a notification would impede a criminal investigation or cause damage to national security. Unless the language in the underlying agreement between the parties indicates that a Business Associate is an independent contractor, then the Business Associate shall be considered an agent of UMDNJ for purposes of breach notification.

2. To the extent possible, provide the identity of each Individual whose Unsecured PHI was, or is reasonably believed to have been, Breached, and any other information that the Covered Entity is required to include in the notice to affected Individuals under 45 C.F.R. 164.404(c), either at the time of notice of Breach to the Covered Entity or as promptly thereafter as information becomes available. Include information in substantially the same form as the "Notification To the Covered Entity About A Breach of Unsecured Protected Health Information" available to Business

D. Business Associate is subject to the same legal requirements to cure, terminate or report violations to the Secretary of HHS under the same duty and in the same manner as Covered Entity.

E. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it resulting from an unauthorized use or disclosure of PHI or Breach of Unsecured PHI.

F. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI (i) received from, or (ii) created or received by Business Associate on behalf of, a Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI.

G. Business Associate (i) shall provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI and, (ii) to the extent applicable, shall provide access for inspection and copying of PHI in a Designated Record Set at reasonable times at the request of Covered Entity or, as directed by Covered Entity, to an Individual (45 C.F.R. 164.524). If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act. (42 U.S.C. §17935(e)).

H. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

I. Business Associate agrees to use, disclose and request (i) only the minimum necessary PHI, as defined by law, and (ii) to the extent practicable, only the limited data set of PHI excluding direct identifiers, as defined in 45 C.F.R. 164.514(e)(2).

J. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI (45 C.F.R. 164.528). Should a Covered Entity or an Individual request an accounting of disclosures of PHI pursuant to 45 C.F.R. 164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond no later than sixty (60) days after receipt of such request, subject to specific statutory exceptions.

K. Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity at the request of Covered Entity, or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and/or

the HITECH Act in the time, manner and place designated by the Covered Entity and/or the Secretary.

L. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, no later than sixty (60) days after receipt of such request from a Covered Entity or Individual.

M. Business Associate agrees to abide by the limitations on marketing communications to Individuals regarding the purchase and use of products or services set forth in the HITECH Act and the HITECH Regulations.

N. Business Associate agrees and acknowledges that the administrative rules governing, and the civil and criminal penalties for violating, HIPAA, the HITECH Act, the HIPAA Regulations and the HITECH Regulations, apply to it in the same manner as they apply to Covered Entity, as more fully set forth at UMDNJ's website at <http://www.umdnj.edu/complweb/policies/index.htm>.

IV. Term and Termination

A. Term. The term of this BAA shall be effective as of the effective date of the Underlying Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this BAA and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this BAA and/or the Underlying Agreement if Business Associate has breached a material term of this BAA and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of HHS.

C. Effect of Termination.

1. (a) Except as provided in paragraph C.2 of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered

Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

(b) Except as provided in paragraph C.2 of this Section, if Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, either due to the termination of this BAA or otherwise, Business Associate shall certify, in writing, to Covered Entity that the PHI has been destroyed and rendered indecipherable, pursuant to HIPAA and the HITECH Act. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible within thirty (30) calendar days of such request. In such case, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

3. Should the Business Associate make a disclosure of PHI in violation of this BAA, Covered Entity shall have the right to immediately terminate any contract, other than this BAA, then in force between the Parties, including the Underlying Agreement.

4. The provisions of this Section IV.C. shall survive the termination of this BAA and the Underlying Agreement for any reason.

V. Remedies in Event of Breach

A. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity, and to its business, in the event of 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 shall 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 V shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

B. Business Associate shall indemnify and hold Covered Entity, its directors, officers, employees and agents harmless from any and all liabilities, damages, reasonable attorneys' fees, costs and expenses incurred by Covered Entity as a result of a breach of this BAA caused by Business Associate's actions or inactions and/or those of its employees and agents.

C. Business Associate agrees and acknowledges that the provisions of this BAA shall be strictly construed.

VI. Miscellaneous

A. Independent Contractor. None of the provisions of this BAA and/or the Underlying Agreement are intended to create nor shall be deemed or construed to have created any relationship between the Parties other than that of independent entities contracting with each other unless otherwise explicitly stated in this BAA or the Underlying Agreement.

B. Detrimental Reliance By Covered Entity. Business Associate agrees and acknowledges that its covenants, duties, obligations and assurances herein shall be detrimentally relied upon by Covered Entity in choosing to commence or continue a business relationship with Business Associate. Covered Entity shall not be liable to Business Associate for any claim, loss, or damage relating to Business Associate's use or disclosure of any information received from Covered Entity or from any other source.

C. Regulatory References. Any reference herein to law means the law as in effect or as amended.

D. Construction. The BAA shall be construed broadly and any ambiguity shall be resolved in favor of a meaning that complies and is consistent with applicable law.

E. Severability. In the event that any provision of this BAA violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this BAA, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this BAA.

F. Authority. The signatories below have the right and authority to execute this BAA for their respective entities and no further approvals are necessary to create a binding agreement.

G. Covered Entity's Notices To Business Associate. Covered Entity's Notices to Business Associate are available on UMDNJ's website at http://www.umdny.edu/hipaaweb/privacy/privacy_NPPUMDNJ03.htm. Such Notices include, but are not limited to, (i) any limitations in the Covered Entity's Notices of Privacy Practices that may affect the Business Associate, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (iii) any restriction in the use or disclosure of PHI that Covered Entity has agreed to.

H. Compliance With State Law. Business Associate agrees and acknowledges that as the holder of individually identifiable health information it is subject to New Jersey law. In the event of any conflict between federal health care laws and New Jersey law, the Business Associate shall comply with the more restrictive provision.

I. **Conflict Among Contracts.** Should there be conflict between the terms of this BAA and any other contract between the Parties (either previous or subsequent to the date of this BAA), the terms of this BAA shall control unless the Parties, in a subsequent writing, specifically otherwise provide.

J. **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.

K. **Notices to Parties.** Any notice required under this BAA to be given shall be made in writing to:

To The Covered Entity:
School/Unit/Department:
Address:
Telephone:
E-Mail:

To The Business Associate:
Name/Title: _____
Address:
Telephone:
E-Mail:

Julie O’Sullivan Maillet, Ph.D., RD
Interim Dean
UMDNJ-School of Health Related Professions
65 Bergen Street, Room 124
Newark, New Jersey 07107-3001

With a copy to:
Marie Koval Nardone, PT, MS, EdD
Program Director
UMDNJ-SHRP DPT Program
40 East Laurel Road, Suite 2105
Stratford, New Jersey 08084
mnardone@umdnj.edu

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

**By: UNIVERSITY OF MEDICINE
AND DENTISTRY OF NEW JERSEY
[COVERED ENTITY]**

By: [BUSINESS ASSOCIATE]

Approved: _____

Approved: _____

Title: _____

Title: _____

Date: _____

Date: _____