

PRTHE REGENTS OF THE UNIVERSITY OF NEW MEXICO (THE “REGENTS”), for its public operation known as the **UNM HEALTH SCIENCES CENTER,** specifically the **UNM HOSPITALS (AND ITS CLINICS)** and the faculty physicians and providers of the **UNM SCHOOL OF MEDICINE** (together, the “UNM HSC”), the **UNM MEDICAL GROUP, INC.,** a New Mexico nonprofit and University Research Park and Economic Development Act corporation (the “UNMMG”), and the **UNM SANDOVAL REGIONAL MEDICAL CENTER, INC.,** a New Mexico nonprofit and University Research Park and Economic Development Act corporation (“SRMC”)

(for purposes of this RFP, the UNM HSC, the UNMMG, and SRMC will each be referred to as a “UNM Party,” and collectively as the “UNM Parties”)

**UNMH PURCHASING DEPARTMENT
933 Bradbury Dr. SE, Suite 3165
ALBUQUERQUE, NM 87106**

ISSUANCE DATE: JUNE 5, 2020

Request for Proposals Title and Number: RFP 421-20 TELEHEALTH PLATFORM AND PLATFORM SOFTWARE SUPPPORT SERVICES

1. **Offer Due Date/Time:** ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON TUESDAY, JULY 7, 2020.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal.

2. The UNM Parties invites you (“Offeror”) to submit an offer for materials and/or services set forth in this RFP. Please read carefully the instructions, specifications, and Standard Terms and Conditions, failure to comply therewith may result in an offer being classified as unresponsive and disqualified. New Mexico civil and criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

3. **Procurement Specialist Contact Information:** The UNM Parties has assigned a Procurement Specialist who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jennifer Sanchez
Title: Procurement Specialist
Telephone: (505) 272-3831
E-mail: jedsanchez@salud.unm.edu
Address: 933 Bradbury Drive, SE, Suite 3165
Albuquerque, NM 87106

4. **Public Disclosure:** Responses to Become Public Records. All materials submitted in response to this RFP become a matter of public record and shall be regarded as public record.

New Mexico Inspection of Public Records Act, Section 14-1-1 et seq., NMSA 1978 as Amended (“IPRA”) limits the UNM Parties’ ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibit pursuant to federal or state law.

5. **Confidentiality:** As a state institution, the UNM Parties is subject to the IPRA, so unless there is an exception under the law, documents in the University's possession are subject to review by any member of the public. One exception to this general rule is for trade secrets. Trade secrets are not subject to disclosure under an IPRA request. New Mexico law defines a "trade secret" at NMSA Sec. 57-3A-2. Please review the definition (or have your company attorney do so) and explain how the pages that you have marked as "Confidential" fall within New Mexico's definition of a trade secret.
6. The UNM Parties’ will recognize as confidential only those elements in each response, which are readily separable from the proposal into its own section and which are clearly marked as “CONFIDENTIAL” or “PROPRIETARY” in order to facilitate eventual public inspection of the non-confidential portion of the proposal. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

The UNM Parties will ignore markings of “CONFIDENTIAL” on proposal cover sheets or on every page. Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind the UNM Parties to protect the designated matter from disclosure. Do not mark your cover page confidential. Do not put the word “confidential” on every page. Do not identify pricing as confidential.

If you identify any portions of our proposal as confidential or as a trade secret, you agree, by submitting your proposal, that the UNM Parties’ sole obligation in connection with an IPRA request relating to your proposal is to provide you with notice of the IPRA request so that you may seek relief as you may deem appropriate. the UNM Parties reserves the right to reject any proposal not in compliance with this paragraph.

The UNM Parties shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked “CONFIDENTIAL” or “PROPRIETARY” or if disclosure is required by law, regulation, subpoena, order of the court or other legal requirements that purports to compel disclosure, including without limitation, the IPRA.

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SECTION I. INTRODUCTION AND GENERAL INFORMATION

The purpose of this Request of Proposals (RFP) is to solicit sealed proposals to establish contract(s) through competitive negotiations for the procurement of goods and/or services as set forth in **Exhibit A, Scope of Work**.

It is intended that this RFP may will result in the UNM Parties entering into a contractual agreement with one or more successful Offeror(s), for a Multi-Term Contract subject to NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by the UNM Parties. The UNM Parties must approve all contract renewals, amendments and adjustments.

1.1 Forms and Exhibits. The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror shall be completed and signed by a duly authorized representative of the Offeror. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

1.2 Requirements. For purposes of this RFP:

- 1.2.1 “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and
- 1.2.2 “should”, “could” and “may” indicate that the requirement is discretionary.

1.3 Notice. The Offerors are put on notice that from the date of issue of the RFP through any award notification of the Agreement:

- 1.3.1 Only the Procurement Specialist is authorized by the UNM Parties to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- 1.3.2 Offerors should not contact any of the staff at the UNM Parties, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;
- 1.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, the UNM Parties employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and
- 1.3.4 the UNM Parties, their employees, nor their agents shall be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.

1.4 Information

- 1.4.1 Offeror to Review. The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
- 1.4.2 Offeror to Notify. If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror’s Proposal.
- 1.4.3 Offerors shall not: Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 1.4.1 Offeror to Review

were present with respect to this RFP; or hold any staff of the UNM Parties liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

1.5 Clarification and Questions

1.5.1 Submission. Offerors may request clarification of this RFP by:

- 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
- 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 1.5.1.4 Submitting all requests for clarification no later than **2:00 PM MST/MDT, June 19, 2020.**

1.5.2 Questions and Answers. The UNM Parties will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section(s) 1.5.1 and 1.6. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda. In answering the Offeror's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Offeror. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

1.6 Issued Addenda. Each Offeror shall be responsible for verifying before submitting its Proposal that it has received all addenda that have been issued. All addenda will be posted on the UNM Parties proposal website visit <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

1.7 Amendments to the RFP. the UNM Parties shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written, oral or inferred, will amend this RFP. The addenda shall be binding on each Offeror.

1.8 Clarification of Offeror's Proposal

- 1.8.1 The UNM Parties shall have the right at any time after Proposal submission, to seek clarification from any Offeror in respect of such Offeror's Proposal, without contacting other Offerors. The UNM Parties is not obliged to seek clarification of any aspect of a Proposal.
- 1.8.2 Any clarifications sought shall not be an opportunity to either correct errors or to change the Offeror's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by the UNM Parties from an Offeror in response to a request for clarification from the UNM Parties shall be considered part of the Offeror's Proposal.

1.9 Verification of Information. The UNM Parties shall have the right to:

- 1.9.1 Verify any Offeror statement or claim by whatever means the UNM Parties deems appropriate, including contacting persons in addition to those offered as references, and to reject any Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- 1.9.2 Access the Offeror's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability; and
- 1.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to the UNM Parties verifying such information.

SECTION II. PROPOSAL COPIES AND FORMAT

2.1 Number of Responses and Copies

Offeror's proposal shall be clearly labeled and numbered and indexed as outlined in **Section 2.2. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal must be submitted in separate binders and must be prominently displayed on the front cover.

- 2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 421-20 TELEHEALTH PLATFORM AND PLATFORM SOFTWARE SUPPORT SERVICES**
- 2.1.2 Proposal - One (1) ORIGINAL, ten (10) HARD COPIES, and seven (11) ELECTRONIC COPIES of the proposal; ORIGINAL and COPY shall be in separate labeled binders. The proposal can NOT be emailed.**
- 2.1.3 Electronic Copies - The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,). The electronic version can NOT be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.**

Any proposal that does not adhere to the requirements of this Section and **Section 2.2 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

2.2 Proposal Format

- 2.2.1 All proposals must be submitted as follows:
 - a. Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
 - b. Pages must be one-sided, one and one-half spaced and numbered.
 - c. Typeface must be easily readable such as Time Roman, type size 12-point.
 - d. Each Proposal must be placed within a **binder with tabs delineating** each section as outlined under Section 2.2.2 Proposal Content and Organization.

2.2.2 Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal should be **organized and indexed** in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit D)
- C. Proposal Summary (Optional)
 - 1. Organizational Experience, quality and stability (Exhibit B, Section 1.A)
 - a. Company Ownership & Management
 - b. Company Organization and Staff
 - c. Management Approach
 - d. Company Experience
 - e. References (Exhibit R)
 - 2. Technical Approach (Exhibit B, Section 1.B)
 - a. Scope of Work Requirements
 - b. Organizational Approach
 - c. Exhibit A – scope of work – areas cannot meet
 - d. System Technical Capabilities and Services
 - e. Product Functionalities
 - f. Reporting
 - g. Interfaces
 - h. Marketing
 - i. Quality Control
 - 3. Integration Implementation Work Plan (Exhibit b, Section 1.C)
 - 4. Services, Ongoing Support Model (Exhibit B, Section 1.D) (Exhibit(s) M, N, O, & P)
 - 5. IT Security Requirements (Exhibit B, Section 1.E; Exhibit J)
 - 6. Cost Proposal (Exhibit B, Section 1.F; Exhibit Q)
- D. Additional Exhibits
 - 1. Resident Veterans Certificate (Exhibit C) (If Applicable)
 - 2. Small & Small Disadvantaged Business Certification (Exhibit E)
 - 3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit F)
 - 4. Insurance Requirements (Exhibit G)
 - 5. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910) (Exhibit H)
- E. Offeror's Additional Terms and Conditions (if applicable)
- F. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS

3.1 NM Preferences. In accordance with NMSA 1978 § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. In addition, for the resident Veterans preference, the attached Resident Veteran Preference Certification” form (Exhibit C) must be completed and signed.

3.1.1 New Mexico Business Preference. If the Offeror has provided their Preference Certificate, the Preference Points for a New Mexico Business is 5%.

3.1.2 New Mexico Resident Veterans Business Preference If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

An agency shall not award a business both a resident business preference and a resident veteran business preference.

3.2 AUTHORIZED SIGNATURE PAGE: Review and submit the Authorized Signature Page attached hereto as **Exhibit D**.

3.3 SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM: Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit E**.

3.4 CONFLICT OF INTEREST CERTIFICATION FORM: Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit F**.

3.5 INSURANCE REQUIRMENTS: The Offeror should provide proof of insurance coverage, meeting the requirements in the Section labeled “Insurance Requirements” or as noted in the specifications (**Exhibit G**). Offeror should submit proof of insurance in the form of a “Certificate of Insurance” with their response and prior to commencing work under the resulting contract. Offeror’s insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. The Offeror must provide proof of insurance coverage acceptable to the UNM Parties, in its sole discretion, prior to award of an Agreement.

3.6 SAMPLE AGREEMENT: The successful respondent will be required to enter into an Agreement with the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals.

3.7 INFORMATION SECURITY PLAN. Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on the UNM Parties’ computing devices-assets including export/import files, custom files or etc. without prior approval from the UNM Parties IT division. The successful Awardee may be required to complete the UNM Parties Information Security Plan Information and submit to the UNM Parties IT department for approval. Failure to complete form upon the UNM Parties request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.

- 3.8 TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.
- 3.9 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit H**.
- 3.10 RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.
- 3.11 PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal may be for a term of ten years (10) as provided for in NMSA 13-1-150 (Multi-Term Contract).
- 3.12 QUANTITIES.** the UNM Parties may purchase all, some or none of the elements described in this proposal or Offerors responses. In addition, actual quantities may fluctuate up or down based on the Hospital's needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
- 3.13 AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.

EXHIBIT A - SCOPE OF WORK

I. BACKGROUND

A. UNM Hospital System. UNMH is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating over 89,032 emergency patients and seeing more than 612,359 outpatient visits annually. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMHSC). There are five hospitals included within the UNM Hospital System: UNM Hospitals (UNMH), UNM Children's Hospital, Carrie Tingley Children's Hospital (CTH), Children's Psychiatric Center (CPC), and UNM Psychiatric Center (UNMPC). UNM Hospitals (UNMH, CTH, CPC, UNMPC) is located as part of the Main UNMH campus.

UNMH currently has 628 beds and is recognized for clinical excellence in many specialties including Trauma and Emergency Medicine, Pediatrics, Orthopedics, Cancer Research and Treatment, Transplantation and many others. The Hospital and its components provide primary, secondary, tertiary and quaternary care and receive referrals from counties throughout New Mexico and the entire Southwest. UNMH has 36 hospital-based clinics located at the main facility as well as various off-site locations. There are approximately 612,359 outpatient visits/encounters per year. UNMH has six retail pharmacy locations located within off-site clinic. UNMH qualifies for 340B drug pricing.

UNMH Statistics for the year ending June 30, 2019:

- i. Emergency Room Visits – 103,985
- ii. Outpatient Visits – 548,093
- iii. Inpatient Days – 150,439
- iv. Outpatient Operations – 13,427
- v. Inpatient Operations – 6,699
- vi. Births – 2,892
- vii. Home Health Visits – 4,796
- viii. Hospice Cases – 2,725

B. UNM Sandoval Regional Medical Center. The UNM Sandoval Regional Medical Center (SRMC) is located in the Rio Rancho City Center. SRMC opened in July 2012, with final completion of 68 inpatient beds comprised of two 24 bed medical/surgical units, 12 intensive care beds and 8 behavioral health beds. The facility also includes 13 emergency medicine beds, two of which are equipped for behavioral health crisis intervention. The facility is served by hospital based, UNM Faculty Physicians and community providers in the areas of Radiology, Pathology, Emergency Medicine, Anesthesiology, Psychiatry and Hospitalists.

C. UNM Medical Group. The UNM Medical Group (UNMMG) is the organization responsible for providers practicing medicine at the University of New Mexico Health Science Center (UNMHS). There are approximately 950 attending/faculty (MD/DO) and approximately 650 residents and fellows practicing at UNMHS. In addition there are approximately 400 Midlevel providers practicing at UNMHSC. There are Clinics in approximately 36 separate (off-site) locations. There are approximately 538,629 outpatient visits/encounters per year.

D. Current Technology. The UNM Parties currently use Zoom for Synchronous telehealth consultations primarily to originating site clinics across the state and for consultations to the

patient home. In originating site hospitals, the UNM Parties are use NetMedXpress carts. For Store-and-Forward asynchronous applications, the UNM Parties are using LifeImage and Tiger Connect. In order to obtain electronic signatures from the patient for telehealth consent forms, etc., the UNM Parties are using DocuSign.

Cerner Millennium is the UNM Parties Electronic Health Records (“EHR”) System. Cerner Power Note is utilized in the Emergency Department only. Cerner Dynamic Documentation build is underway for structured documentation for all clinical notes for the entire organization. UNMH also utilizes Cerner registration and scheduling solutions. UNMH and SRMC utilize Cerner Surginet in its Surgical Services area to track surgical cases and resource utilization. UNMH and SRMC also use Cerner PharmNet as its inpatient and outpatient pharmacy charging and inventory system.

UNMH and SRMC use QS1 as its adjudication, billing and inventory system at its retail pharmacy locations.

UNMH uses 3M for hospital and professional coding. Diagnosis and procedure coding data is interfaced with both the Health System’s EHR and billing systems.

UNMH and SRMC uses Cerner Soarian as its Patient Financial Services system. Cerner Millennium interfaces with Soarian. All billing for hospital services and Hospital employed midlevel professional services are generated from Soarian. Accounts receivable management for UNMH and SRMC is conducted within Soarian. UNMH and SRMC charge masters reside within Soarian.

UNMMG uses GE IDX Centricity Business for professional billing and accounts receivable management. Cerner Millennium interfaces with GE. UNMMG professional fee services are billed from GE at an individual invoice level and encounters tracked using Cerner FIN. Accounts Receivable management is conducted within GE and the charge masters reside within GE.

II. PURPOSE

The purpose of this Request of Proposals (RFP) is to solicit sealed proposals to establish contract(s) through competitive negotiations for the procurement of a **Telehealth Platform and Platform Software Support Services**, including a comprehensive integration with the current UNM Parties EHR and billing systems.

The UNM Parties prefer one integrated system/one vendor for the scope of services outlined in Section 3 below. More than one vendor may be considered if there is not one preferred vendor system to fulfill the needs of this RFP. Components must be broken down in the cost section of the RFP proposal to bid on all components of this RFP or select portions of this RFP.

There may be more than one solution presented to represent all facility and professional needs addressed in this RFP; and/or different options/products may be chosen by the UNM Parties under this RFP to meet different needs and they may be purchased at different times under separate purchase orders.

The UNM Parties intend to use its own healthcare providers for its initial Telehealth Platform implementation. At a later date, the UNM Parties will determine whether to expand on its healthcare network by contracting with additional telehealth providers. With this RFP, the UNM Parties are not

requesting offers that include providers. Offers which include both a platform and providers must clearly articulate that their offer may be accepted with respect to their Telehealth Platform only. Offerors must provide clear information relating to whether their telehealth platform will accommodate UNM Parties' providers, 3rd party providers, and its own Providers (if applicable)."

III. SCOPE OF WORK

A. TELEHEALTH PLATFORM SYSTEM

1. Develop a **Telehealth Platform System** (the "System"), which includes, but is not limited to the following:

- a) The System must allow HIPAA Business Associate Agreement (BAA) compliant video communications between provider(s) and patient(s) who may be located anywhere (with appropriate technologic access) including, but not limited to, clinic, hospital, office, school, or home;
- b) The system must provide for HIPAA compliant virtual visits to patients at various originating sites including the patient home and for HIPAA compliant clinical consultation between primary care providers and UNM Specialists;
- c)
- d) The system must allow for both patient-initiated encounters, as well as, the UNM Parties initiated encounters;
- e) The system must be robust enough to allow multiple patients to join virtual "waiting rooms" branded with appropriate identifiers and be subsequently placed with the appropriate provider;
- f) The system must allow for group visits or counseling if desired;
- g) The system must allow for recording of educational sessions and visits if needed;
- h) The system must have a robust intake/registration process including demographic information, medical history, consent, and payment collection/insurance information;
- i) The System must be able to handle a large variety of use-cases, including adult and pediatric, across a variety of specialties, with unlimited license capability;
- j) The System shall provide the ability to connect to the UNM Parties' provider pool, offer a provider pool and/or allow the connection to a 3rd party provider pool;
- k) The System must possess the ability to accommodate asynchronous, remote monitoring and other virtual health use cases;

- l) The System shall connect to primary care providers after hospital discharge for a smooth transition of care experience for all patients;
- m) The System and its integrated tools and modules must allow and facilitate for coordination and management of clinical support to ensure continuity of service as needed;

2. System Specification/Capabilities. The System capabilities shall include, but is not limited to, the following:

- a) The System must meet Centers for Medicare and Medicaid Services (CMS) and American Telemedicine Association (ATA) standards for video quality and bandwidth;
- b) The System will function on computers, tablets, and hand-held devices (phones) with Windows, Apple (MacOs and iOS) and Google (Chrome and Android) operating systems;
- c) The System must be able to provide adequate (480p) video over cellular connections;
- d) The System must have at least rudimentary pan, zoom and focus capability with a smart phone, tablet, or webcam;
- e) The System must allow for screen capture and screen sharing if needed;
- f) The System must have a strong track record for high-reliability (high percentage uptime) and high-quality connectivity (minimum of 480p);
- g) The System must have software components allowing for hardware to integrate with peripheral devices if needed;
- h) The System must interface with the UNM Parties current electronic health record system (EHR; currently Cerner) and revenue cycle management (RCM; currently Soarian & IDX) products; and
- i) The System must fully integrate into the UNM Parties' technical and functional environment as identified above under "Current Technology".
- j) Total System uptime greater than 99% calculated monthly, excepting preventive maintenance periods.
- k) The System is required to have convenient physician ability to switch from live feed to DICOM-fed images and notation of specific sections of images for patient viewing.

3. Preferred System Functionality

- a) Documentation: the System preferably collects and integrates patient consent, demographics, insurance information, collects payments/co-pays, family history, medications, etc., into the Cerner EHR
- b) Initiate/launch telehealth visit out of Cerner EHR
- c) Patient Accessibility to Telehealth via Cerner Patient Portal
- d) Scheduling Integration of Telehealth in Cerner EHR and Patient Portal

4. Reporting

- a) Data analyses and reporting to help measure the impact of the services, and report development and /or analytic dashboard for real time metric monitoring.

B. PLATFORM SUPPORT SERVICES

1. Technical Support. The Contractor shall provide System technical support services. The technical support shall include, but is not limited to, the following:

- a) Training assistance in implementation of the system;
- b) Ongoing troubleshooting and continued support in the day to day use of the system;
- c) Technical support personnel available by phone and email on the following schedule: Enterprise level 24/7/365 support.

2. System User Training.

- a) Contractor shall provide a user and system training plan, as well as the capability to provide periodic refreshers and a training guide for self-training on the use of the system. The plan should include, but is not limited to, the following:
 - (1) On-site vendor training staff (per system) plan
 - (2) Provide list of courses offered and/or recommended
 - (3) Summary of course content
- b) The System solution should have professional support and training available to assist with the configuration and deployment using already established best practices; and

- c) Work with staff to properly configure settings and workflows in the new system.

3. System Manuals, Bulletins and Documentation

- a) Provide appropriate digital manuals or documentation for each delivered system component;
- b) Create digital manuals covering the operation, parts, installation, and maintenance of all system components and explaining the operational concept of the system, as a whole should be provided; and
- c) Digital updates to all manuals should be supplied as needed, at least annually to reflect each new software release and implementation phase

**EXHIBIT B
EVALUATION CRITERIA**

I. This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be a factor in the proposal evaluation with negotiable expectations; however, it is specifically a consideration of secondary importance to the need for competent and high-quality skilled Offeror(s).

UNMHSC reserves the right to award contracts based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror(s) selected for a contract will be chosen on the basis of the greatest benefit to UNMHSC. All responses to this Request for Proposals become the property of UNMHSC and will become public information upon completion of UNMHSC contract negotiation process.

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible. UNMHSC reserves the right to judge the presentation of the Offerors submitting proposals in the evaluation and selection of the successful proposal. **Finalist(s) may be invited for oral presentations and demonstrations at UNMHSC's sole discretion at a date and time to be determined.**

A. ORGAIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (5 POINTS POSSIBLE)

The Qualification Statement must contain a description of the Offeror's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:

1. Company Ownership and Management.

- a) Company name
- b) Address:
- c) Phone Fax:
- d) E-mail:
- e) Internet address:
- f) Indicate whether you are a corporation, sole proprietorship or partnership and if you are a subsidiary of a parent company. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
- g) Describe your company history, including when it was founded, where it has operated, and any mergers or acquisitions.
- h) Identify your primary and secondary businesses, including all subsidiaries.
- i) Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

2. Company Organization and Staff. Describe in detail your approach and methodology to the following:

- a) Staff experience:

- (1) Provide profiles or resumes of principal staff to be implementing and managing the project. Include a description of experience, qualification, training and supervision of support staff that would be providing service to UNMHSC.
- (2) Total number of staff, both locally and nationally.
- (3) Attach and describe your organizational/staffing structure.
- (4) How specifically will your personnel interact with UNM Parties' staff and internal processes?
- (5) Who is your sales contact for the proposed solution(s)? Give name, email address, and telephone number.

3. Management Approach. Provide a narrative summary of the Offeror' project management approach, including, but not limited to:

- a) Identification and authority of project manager; project team members; their project work experience, and the amount of time team members have worked together on a strategic planning project.

4. Company Experience.

- a) Provide a brief narrative of Offeror's proven experience, capabilities and resources, at both organizational and individual levels as a provider of a Telehealth Platform and Platform Software Support Services. Identify any expertise or special skills.
- b) Describe your ownership structure. Are you a publicly traded or private company? If public, provide ticker symbol.
- c) How many clients do you currently provide a fully implemented Telehealth Platform and Platform Software Support Services?
- d) What is the size of your largest client (define size – is it # of licenses or is it based on the size of the client?) Who are the top five clients in your company's portfolio?
- e) It is preferred that vendor has worked with more than five academic medical institutions with more than 200 physicians currently using this technology and these institutions must have facilitated more than 10,000 patient/physician interactions annually. Provide this client list and include the number of physicians and patient/physician interactions for each.
- f) How many years have you provided a Telehealth Platform and Platform Software Support Services Solution?
- g) Do you have a 3-5 year roadmap/strategy for your a Telehealth Platform and Platform Software Support Services solution? If so, please provide it or

include a brief narrative.

- h) How many sites have the solution(s) you are proposing; and how long has each site been “up and successfully running” with each solution? Please specify how many of these sites utilize the solution for an integrated health system similar to the UNM Parties.
- i) What is the operational integration for originating sites and clinics outside of UNM Parties?
- j) Indicate how many application systems have been installed in the last two years.
- k) Describe at least two project successes AND failures of software deployment engagements. Include how each experience improved the Offeror’s services.
- l) What is your company’s required certification/licensure? What current certifications does your company currently possess?
- m) Name any industry groups to which you belong.
- n) What experience do you have with academic medical centers and academic medical groups using your solution(s) enterprise-wide? Please describe the results your academic clients have documented. Please specify how many of these sites utilize the solution for an integrated health system similar to the UNM Parties?
- o) How do you ensure successful partnerships with your clients? What will your expectations be of the UNM Parties staff and IT support, in order to ensure a harmonious working relationship?
- p) Describe how you ensure regulatory compliance within all of your functions? How are compliance issues reconciled, managed, controlled, and reported?
- q) Please indicate where the work will be performed, location of business and location of staff (e.g. city, state, and country).
- r) Has your company ever failed to meet Federal, State, local or industry requirements for your type of Software and required equipment? If yes, explain. If not, explain what you are doing to prevent it from occurring?
- s) Has the firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm. If so, please explain in detail.
- t) Does your company perform drug testing, background checks or reference checks on all of your employees before they are hired? If not all segments, please indicate why not.
- u) What unique capabilities and client experiences differentiate you from your

competitors?

- v) What awards has your System solution received, if any?
- w) Has your company developed intellectual property related to virtual health?
- x) Are you the developer of the proposed software solution or are you dependent upon third-party software components (excluding operating system software, etc.)? If you are dependent on a third party(s) please add software components that are required.
- y) Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

5. References

- a) Each offeror must provide a reference list of at least three (3) clients for whom similar services of size, technology and complexity as a UNMHSC have been performed preferably within the past three (3) years. Offerors are required to submit **Exhibit R**, Organization Reference Questionnaire, to the business references they list.
- b) The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.
- c) Explain how the Business Reference, who will complete **Exhibit R**, as part of its Offer, meet the following Criteria:
 - (1) Characteristics that make the organization similar the UNM Parties;
 - (2) Please list as reference a client with whom you have completed a successful Cerner EHR interface and list the interface(s) and systems interfaced from your product(s) to Cerner using the current proposed software solution.
 - (3) Please list as a reference a client with whom you have completed a successful Cerner, Soarian, and or IDX billing interface using the current proposed software solution.

B. TECHNICAL APPROACH (30 POINTS POSSIBLE). Please give an overview of your telehealth platform and support services solution and its components. Diagrams may be included. Your product, at a minimum, should meet the required functionalities outlined below. Be sure to note its competitive advantages. Clearly and in detail explain how you will fulfill each of the needs outlined below:

1. **Scope of Work Requirements**

- a) Offeror must agree to perform the Scope of Work, as described in **Exhibit A Scope of Work** . Note, an Offeror's passing this requirement does not constitute the UNM Parties' acceptance of any alternate language that may be proposed by the Offeror.
- b) Provide a narrative summary of your organization's approach to meet the requirements of the project, as described above in **Exhibit A, Scope of Work**.
- c) Give a brief overview of the proposed solution(s). Be sure to note its competitive advantages. Be sure to address proposed solutions to address professional charge capture and coding as well as facility charge capture and coding solutions.
- d) Describe your organization's approach to the project including:
 - (1) A description of specific tools, methods, techniques used to complete the deliverables for described in the Exhibit A, Scope of Work.
 - (2) How your firm will interact with UNMHSC staff and faculty.
 - (3) Description of resources the UNM Parties are required to provide and to what extent do you anticipate using the UNM Parties' staff time.
 - (4) A general project plan to include a phased roll out.
 - (5) A general project plan to integrate the provider pool if you offer one.
 - (6) Please describe any areas of the **Exhibit A, Scope of Work**, which your firm cannot meet

2. **System Technical Capabilities and Services**

a) **Patient Experience**

- (1) The software should be intuitive and user friendly for non-technical users. Describe the contextual aids and other user resources offered to users throughout the application.
- (2) Does the system have the ability for the patient to test their own hardware and connection?
- (3) Can the patient select a provider or is one selected for him or her?
- (4) Can the software collect signatures? For example, consent documents or treatment plans.

- (5) Does your system have the ability to check patient insurance eligibility?
- (6) Does your System provide a patient portal and/or connect into Cerner's patient portal?
- (7) Which platforms do you provide native mobile apps for (OS, Android, iPad, Android Tablet)? Can the patient & provider connect without an app?

b) **Provider Experience**

- (1) Describe the provider's video visit experience.
- (2) What are the technical requirements and do providers require special equipment or connectivity?
- (3) Does your product provide a provider portal and or connect into Cerner?
- (4) Do you have a virtual waiting room? Can it be configured to include promotional content (e.g., clinical trials, etc.)? Describe.
- (5) Please describe the provider's ability to place patients back in a waiting room, transfer to another provider, or end the visit.
- (6) How do primary care physicians access patient documents after telehealth sessions (for referrals)?
- (7) Do you provide an administrative portal for staff and assistants to schedule appointments and manage queues and upload physician information (e.g., nurses, care managers)? Describe.
- (8) Software must allow desktop user to enable a moderator (or room owner). Describe the capabilities/meeting controls given to the moderator.
- (9) Describe the System's ability to require PIN/password or lock meeting rooms.
- (10) Does the System provide e-prescribing functionality? Describe.
- (11) Does your System offer built-in capabilities to ensure physician credentialing and share basic provider information (egg name, training with patients?).
- (12) Describe the configurability of your platform. What configurable elements exist to support unique workflows?
- (13) Do you have a mobile app that allows physicians to conduct consults from their mobile devices?

(14) Can specialties or providers send out custom forms to collect specific patient data before a visit that will feed into Cerner?

c) **Hardware**

(1) Describe the System capabilities regarding camera use. Include the use of multiple devices and the process to switch between camera sources.

(2) Does your System support cameras that zoom or rotate where a provider can control them?

(3) What Operating Systems do supported carts need?

(4) Is your System able to use existing carts or do you need a specific cart? Describe.

(5) Is your System able to use existing peripherals or do you require use of specific peripherals? (Examples below) Describe

(a) USB/Bluetooth stethoscope

(b) USB/Bluetooth Otoscope

(c) USB/Bluetooth Dermatoscope

(d) USB/Bluetooth Endoscope

(e) USB/Bluetooth Iris scope

(6) Describe the hardware specifications for optimum performance.

(7) What are the minimum hardware and software requirements for providers and IT support staff?

(8) What are the minimum hardware requirements for patient users? Which operating systems are supported (include version level)?

d) **Product Functionalities.** Clearly and in detail, explain on a point-by-point basis on how your proposed System meets or exceeds the requirements listed in **Exhibit A Scope of Work** as well as those listed below. If your System is not able to meet any of the specification, briefly explain why, noting any concerns or issues the UNM Parties should be aware of.

(1) Important notes for consideration for each of the two below requirements.

(a) **Requirement 1**

(i) Vendor needs to provide the amount & content of data available that exceeds our current 72 hour disclosure capabilities.

(ii) Vendor needs to provide detailed information on the types of products or devices used and required to access the data. For example, is it Windows, Android, or ios and are they encrypted. Please indicate if they can run as a standalone and they sync at a later time or if the devices are required to constant connectivity.

(iii) Vendor will be required to fulfill all required obligations to meet the UNM Parties IT Security requirements and complete questionnaire (Exhibit J) & receive IT Security approval.

(b) Requirement 2

(i) Vendor needs to provide detailed information and reporting capabilities included in product.

(ii) Vendor needs to provide detailed information on the products required to access the data.

(iii) Vendor will be required to fulfill all required obligations to meet the UNM Parties IT Security requirements and complete questionnaire & receive IT Security approval.

(2) What operating system does the System use?

(3) What browser(s) does the System use?

(4) What DBMS standards does the System support?

(5) Can user access be restricted?

(6) What is the process for and frequency of System updates?

(7) Describe any fault or performance monitoring capabilities of your System.

(8) Can you provide evidence of process improvement from one of your existing customers?

(9) Do you provide multi-party video for unregistered users? Example: a family member has a telehealth visit, can they invite or allow a non-unm/non-registered user into the telehealth visit.

- (10) List all types of content that can be shared during a video conference call and any limitations.
- (11) Can you adjust bandwidth requirements per clinic need (example: Dermatology requires high resolution video whereas patient therapy requires low quality for video transfer)?
- (12) What happens if a patient has poor connectivity or loses internet connection during a visit or while waiting for the provider?
- (13) What is your video uptime?
- (14) What is your down time percentage? Please supply data on downtime figures.
- (15) During and upgrade/update of your software, is it able to continue to function allowing patients to connect?
- (16) What is your asynchronous/Store & Forward data transfer speed/time?
- (17) Describe your System architecture and the general application framework. Is your platform hosted in the cloud or on premise? If on premise, include documentation on your data center(s) and how you ensure redundancy in your platform.
- (18) Do you provide a dedicated environment (instance) for each client? Describe.
- (19) Describe capability of administrator to distribute to new users URL of central server. Include users' ability to proceed and necessary installations.
- (20) Does the vendor provide an SDK for Web and mobile app development?
- (21) How do you ensure that this software is able to be used on older or lower cost models to allow the broadest use of your services for patients?
- (22) How does your System gather, process, and/or convey patient insurance?
- (23) How does your system collect patient copayments or cash for services? What forms of payment are accepted?
- (24) Can the patient and staff fill out forms/pre-work together where the staff can guide the patient through the process of completing a form? Similar to Google Docs where multiple parties can edit at the same time.

(25) Please describe any software/hardware solutions that allow live feed imaging while performing teleconsultation. For example, a live feed from a remote ultrasound machine in high-resolution during simultaneous virtual consultations. If such a solution is available, please specify requirements such as minimum bandwidth and any other necessary elements to be present for utilization of the live ultrasound feed.

e) **Reporting**

(1) Describe your products analytic and reporting capabilities. Include the tools necessary and provided.

(2) Does your System allow direct connection to the database by users with full inquiry for extracting and reporting purposes?

(3) Describe how your product allows for the capability to compare performance against standard measures and benchmarks.

(4) Describe any Management dashboard and reporting capabilities.

(5) Does any dashboard or reporting tool allow on-screen drill-down to additional levels of data detail?

(6) Can user create custom reports independent of IT or vendor support?

(7) Can access to data elements be restricted by user or user role?

(8) What type of training is required for report building and generation?

(9) Please provide standard report samples from existing customers.

(10) Please describe the number of different reports that can be created.

(11) Are there any restrictions to the number and/or types of reports we can obtain?

(12) Please list the top 10 current request for reports from existing customers.

(13) Please provide examples of reports from the different modalities that you are able to track.

(14) Describe your Systems capability to acquire and import information from external data sources. Does your System have functionality to link this data to internally generated data?

(15) Does your System offer productivity and staffing analysis and reporting? If so, please describe.

(16) Does your System track outreach by payer and a history of EHR changes (care gaps filled, for example) done during the telehealth visit?

(17) Does your Systems support patient and provider surveys? If so, can these be linked to Press Ganey?

f) **Interfaces**

(1) Describe your Systems' interfaces with EHR (Cerner) and billing systems (IDX & Soarian).

(2) What are the interface requirements?

(3) Do you have a standard Cerner EHR interface? Please describe that interface.

(4) Does your software interface with HDX, Experian, Health X Net (New Mexico specific)? Please describe that interface.

(5) Are interfaces automated? Does your System allow for uploading of data as needed? Can this be done directly by the UNM Parties' staff or does it require support from the vendor?

(6) Describe how your System interfaces with Population Health Management systems and data.

(7) Do you provide access to test interface environments and if so what if any restrictions exist in using the test environments?

g) **Marketing**

(1) List all methods you use to support clients in engaging patients. Include support for go-to-market strategies.

(2) Do you provide marketing support?

(3) What type of marketing assets do you provide as part of your standard package?

(4) Can marketing materials be white labeled? Describe.

(5) Can the client cobrand or customize communications and implement targeted marketing campaigns?

(6) Do you provide an online marketing hub/toolkit?

(7) What type of assets are provided?

- (8) Can the materials be downloaded?
- (9) Can the materials be private labeled?
- (10) Can the platform be private labeled? Describe.

h) Quality Control

- (1) Have there been any third-party studies of the effectiveness of your telehealth solutions? Have there been any third-party studies of the ROI your customers can expect from implementing your solution?
- (2) Can you prove that your services are not additive, and that they reduce ER, urgent care, and office visits?
- (3) What processes do you have in place to ensure standardization across consults, including for prescriptions?
- (4) What processes do you have in place to ensure high quality care is being delivered and to identify opportunities for improving your offering?

C. INTEGRATION/IMPLEMENTATION WORK PLAN (20 POINTS POSSIBLE)

1. The Offeror should complete and submit an Implementation Plan. In preparing the Implementation Plan, Offerors are directed to provide sufficient detail (example, separate line items for separate pieces of software (modules) and required hardware) to enable the UNM Parties to fully understand the intentions of the Offeror should some or all of its Proposal be accepted for negotiations by the UNM Parties. Offerors are discouraged from submitting generic implementation plans as they will be evaluated negatively.

2. Content of Implementation Plan. The Implementation Plan submitted by the Offeror should provide a detailed work plan for the fulfillment of its proposed scope and software (modules) and required hardware and/or services. Such work plan should identify the Offeror's plan for the UNM Parties, including all tasks, milestones, and time frames involving completion of the scope. Offerors may employ Gantt charts, graphics or other scheduling tools, preferably in electronic media. Manpower loading shall be included. For greater certainty, it is the intention of the UNM Parties that the Implementation Plan covers and details at least the following:

- a) An overview of the implementation process.
- b) What is the average duration of implementation?
- c) Qualifications of the implementation team?
- d) Dates, times, durations and personnel commitment required by the UNM Parties for all activities required to fulfill the SOW.
- e) Work plan and estimated hours required;
- f) Approach to meeting milestones and deliverable timetables and include a proposed timetable for completion of tasks related to the project.

3. Define and describe a successful implementation at an Academic Health Center of comparable patient volume.
4. Describe a successful implementation at an organization that is using Cerner Millennium as their EHR.
5. Describe a successful implementation at an organization that is using Cerner Soarian as their patient financial services product.
6. Describe a successful implementation at an organization that is using IDX as their patient financial services product.
7. Describe a successful implementation at an organization that are using Rx Systems.
8. Approach to assessment of project risks and anticipated problem areas.
9. **Delivery.**
 - a) Delivery Plan. The Offerors shall submit a delivery plan detailing the dates and times for the shipment and receipt of software (modules) and required hardware for each type of proposed software (modules) and required hardware included in the Proposal.
 - b) Coordination of Delivery with the UNM Parties. The delivery plan disclosed shall be subject to the approval of the UNM Parties to ensure conformity with hospital rules and regulations, all applicable laws and associated regulations and patient needs.
10. **Installation.**
 - a) Installation must conform to **Exhibit K**.
 - b) Demonstrate evidence of scalability by showing successful installation of your software and required equipment in hospitals that have grown dramatically since your installation. Explain the challenges, and adjustments done for successful sustainment of the software and required equipment.
11. **Acceptance Test.** The Offerors shall complete and submit Exhibit L – Acceptance Testing.

D. SERVICES, ONGOING SUPPORT MODEL (15 POINTS POSSIBLE)

1. Training Plan. The Offerors shall provide training samples for the types of training as specified in Exhibit M.
2. The Offerors shall complete and submit the **Warranty Exhibit N**. Offerors are instructed to submit a warranty proposal which is software (modules) and required

hardware specific, not generic.

3. The Offerors shall complete and submit Service and Support **Exhibit O**.
4. The Offerors shall comply with **Exhibit P**: Manuals, Bulletins and Documentation
5. Have you ever provided software (modules) and required hardware that is still in service that you no longer deliver and or no longer support? If so, please explain and provide customer name and location.
6. Is additional training available not listed (and at what cost, if any?)
7. How do you support clients in administering the platform after go-live (e.g., day-to-day support for end-users, report generation, adjusting configurations, first-tier troubleshooting, etc.)?
8. Has a customer ever rejected or returned your software (modules) and required hardware? If yes, please explain and provide customer name and location. Specific documentation detailing who is responsible for which parts of application support (i.e. between vendor and the UNM Parties).
9. What is your customer service approach and philosophy?
10. How many FTEs are needed to maintain this software after it has been implemented if any?
11. What ongoing support do you provide for coding issues, software problems, questions, and concerns?
12. What is your model for supporting System enhancement requests?
13. How will your company work with the UNM Parties to ensure the UNM Parties specific customizations/configurations are met?
14. Do you provide 24/7/365 support?
15. What is the average problem response time?
16. What is the escalation process for issues?
17. What is the process for quality improvement?
18. Is customer service for patients/technical support part of the offering? If yes, do you have any non-English speaking staff (physicians and call center)? If yes, list other languages.
19. How do you measure client satisfaction?
20. What features or enhancements are on your roadmap for the next 12 months?

E. IT SECURITY REQUIREMENTS (15 POINTS POSSIBLE)

1. The Offerors shall complete and submit Exhibit J– Information Security Plan Information.
2. Vendor must provide workflow diagram of application/system for security control point understanding.
3. Describe access controls at all points.
4. Describe your remote access requirements.
5. Describe how you will provide remote support capabilities for UNMHSC personnel.
6. Describe the systems processes for Separation of duty, data integrity checks, if this system creates error reports, where and how are they logged?
7. Describe: business continuity, backup and general DR abilities.
8. Does your system provide controls to limit access to unauthorized users? Please explain.
9. Does your product provide access to individual system functions through a hierarchy of privileges defined by the data owner?
10. Does the system provide controls, logging capability and audits of user access to patient information based on user ID?
11. Explain your capabilities to provide automatic logoff after a defined amount of time.
12. Does your system have the ability to prevent the download of patient information to hard drives, other media and printers? Please Explain
13. Does your system have an electronic audit trail of access to all users who have accessed or updated a patient record, including date and time stamps, and location of access?
14. Provide exactly how your system/application stores log off of the system and how access to security system logs is controlled.
15. Does your system provide security checks/controls based on roles (e.g. Physician vs. Administrators vs. Users)
16. Provide information on how your system provides single sign-on capabilities and password complexity or synchronize with enterprise active directory or LDAP?

17. Provide security training capabilities or offerings.
18. Provide web-based or other monitoring tool information.
19. Provide web or networking dependencies.
20. Provide information on the biometric or other two factor authentication of your system.
21. Provide contractual guarantee to provide updates, software releases and upgrades to ensure HIPAA/HITECH compliance and/or other regulations with no cost?
22. Provide information on how the system is patched, updated and does it support AV?
23. Provide incident response processes including breach reporting priorities and, response and reporting times.
24. Please provide IT application/system supports operating system, application and antiviral updates. Specifically, what is the guaranteed turnaround for applying the above patches or mitigation of security vulnerabilities found by vendors, experts and UNMHSC security staff?
25. Tell us how your system complies with HITECH NIST transport layer security and data at rest encryption protocols?
26. Provide information on how your system provides: Support data level access controls that allow assignment of security data level in files?
27. Does your system have the ability to assign specific access levels by profession or ID?
28. Does you client-server (data security) allow browser-based access from anywhere inside or outside hospital?
29. Date when your first and most recent commercial system was installed, e.g. is this a beta version or has it been in use for a while without problems.
30. What processes do you have in place to ensure data security on mobile devices?
31. What applications are supported and/or need to be installed on the workstation and/or cart? (Example, Java, Microsoft Office, etc.)
32. What other application are required for the server?
 - a) Server Management Tools
 - b) Bandwidth monitors
 - c) Database management suite

F. COST PROPOSAL (15 POINTS POSSIBLE)

1. Offerors must complete the Cost Response Form in **EXHIBIT Q**. All charges listed on **EXHIBIT Q** must be justified and evidence of need documented in the proposal.

G. Evaluation Criteria Summary: The following is a summary of the evaluation factors and the weighted value assigned to each.

1.A	ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (Exhibit B, Section 1.A above)	5	Points Possible
1.B	TECHNICAL APPROACH (Exhibit B, Section 1.B above)	30	Points Possible
1.C	INTEGRATION/IMPLEMENTATION WORK PLAN (Exhibit B, Section 1.C above)	20	Points Possible
1.D	SERVICES, ONGOING SUPPORT MODEL (Exhibit Z, Section 1.D above)	15	Points Possible
1.E	IT SECURITY REQUIREMENTS (Exhibit B, Section 1.E above; Exhibit J)	15	Points Possible
1.F	COST PROPOSAL (Exhibit B, Section 1.F above)	15	Points Possible
	<i>TOTAL</i>	<i>100</i>	<i>Points Possible</i>

EXHIBIT C
RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one only:

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowing giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowing giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowing giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/resident Veteran Contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public a body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

Date:

***Must be an authorized signatory for the Business**

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaware of the procurement involved if the statements are proving to be incorrect.

**EXHIBIT D
AUTHORIZED SIGNATURE PAGE**

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFB:

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

New Mexico State Preference Number (Pursuant to Sections 13-1-1, 13-1-21.2 & 13-4-2 NMSA 1978, Offerors Claiming 5% Preference Must be Certified Prior to IFB or RFP Opening):

- Resident Business: Pref. Number _____
- Resident Manufacturer: Pref. Number _____
- Resident Offeror: Pref. Number _____
- Resident Veterans Preference Certification Yes _____ No _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT E
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico Hospitals participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and Offerors as to their business status. Please furnish the information requested below.

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (2) Whose management of daily operations is controlled by one or more such individuals. The Offeror shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act; and
- (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____ Telephone: _____
 Street Address: _____ County: _____
 City: _____ State & Zip: _____

Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code: _____
 If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business (**Must be SBA Certified**)
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern (**Must be SBA Certified**)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

Signature and Title of Individual Completing Form: _____

Date _____

THANK YOU FOR YOUR COOPERATION

<p>Please return this form to: The University of New Mexico Hospitals Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)</p>	<p>NOTE: This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.</p>
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Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

EXHIBIT F
THE UNM PARTIES SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST. The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Regent of The University of New Mexico Hospitals (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any University of New Mexico Hospitals employee, Regent or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, please identify the legislator: _____ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror. _____

DEBARMENT/SUSPENSION STATUS: The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Offeror agrees to provide immediate notice to The University of New Mexico Hospitals Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the IFB or offer but prior to the award of the purchase order or contract.

CERTIFICATION: The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Title: _____ Date: _____
Name Typed _____ Company Name: _____
Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

(a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) Offeror, by signing its offer, certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.

2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

CERTIFICATION: The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

Signature: _____ Title: _____ Date: _____
Name Typed: _____ Company: _____
Address: _____ City/State/zip: _____

EXHIBIT G INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE: The Offeror shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of the University of New Mexico Hospitals, the University of New Mexico Hospitals, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Offeror's employees to be engaged at the site of the project under this project and in case of any such work sublet the Offeror shall require the subOfferor or sub subOfferor similarly to provide Worker's Compensation Insurance for all the subOfferor's or sub subOfferor's Workers which are covered under the Offeror's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Offeror shall provide and shall cause each subOfferor or sub subOfferor to provide Employer's insurance in any amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

The Offeror shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total maximum of \$1,250,000 per occurrence.

OFFEROR'S VEHICLE LIABILITY INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury \$750,000 Each Occurrence
Property Damage \$200,000 Each Occurrence

SUBOFFEROR'S AND SUB OFFEROR'S PUBLIC AND VEHICLE LIABILITY INSURANCE: The Offeror shall either:

1. Require each subOfferor or sub Offeror to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subOfferors of sub subOfferors in the Offeror's Policy as required under this Article.

GENERAL: All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner. The Offeror shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

Cyber Insurance. Contractor will maintain in force during the term of this Agreement cyber information technology and cyber errors and omissions liability insurance with a combined single limit of not less than \$10,000,000.00 in the aggregate. Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent infringement and trade secret misappropriation) unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, worm, logic bomb, or Trojan horse or negligence in connection with denial of service attacks, or negligent misrepresentation. Upon request, Contractor shall provide evidence of continuous coverage to the UNM Parties. Contractor will notify the UNM Parties immediately if Contractor's insurance coverage is reduced or terminated.

EXHIBIT H

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APRIL 1991)

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, I included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
2. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989;
 - a. Federal appropriated funds have not been paid and will not be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

EXHIBIT I STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any attachments and the Offerors' response may be incorporated into any Purchase Order/ Agreement issued as a result of this RFP, including any addenda. UNM Parties reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors' proposal may be incorporated into the Contract. Should an Offeror object to any of the UNM Parties Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNM Parties. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNM Parties and will result in disqualification of the Offerors' proposal. Offerors' must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to the terms and conditions attached to this RFP must be stated in Offerors' proposal in a Section marked "TERMS AND CONDITIONS". Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by UNM Parties at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract will be ineffective and inapplicable.

UNM Parties reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNM Parties. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNM Parties and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

1. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.
2. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
3. **APPROPRIATION.** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNM Parties.
4. **ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.
5. **AWARDS – MULTIPLE.** The University reserves the right to make multiple awards to primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
6. **BRAND NAME OR EQUAL.** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
7. **CANCELLATION.** The University reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

8. **CHANGES.** The University may make changes within the general scope of any resultant Purchase Order/Agreement by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order/Agreement as changed hereunder.
9. **CASH DISCOUNTS.** The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
10. **CLEAN UP.** It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all contractors' equipment excess materials and rubble.
11. **CONFLICT OF INTEREST.** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.
12. **COOPERATION AND DISPUTE RESOLUTION.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute
13. **DAMAGE AND SECURITY OF UNM Parties PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNM Parties against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
14. **DELIVERY DATE.** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated, please state your earliest delivery date in your offer.
15. **DISCLOSURE OF PROPOSAL CONTENTS.** The proposals will be kept confidential until UNM Parties awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of service offered or the cost of services proposed shall not be designated a proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, UNM Parties shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

16. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNM Parties's authorized representative prior to commencement of the work.
17. **DISCOUNTS.** If prompt payment discounts apply to any resultant Purchase Order/Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been received by the University's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

18. ****ECCN REPORTING REQUIREMENT.** Seller acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Seller agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Seller shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to UNM Parties without prior written notice. In the event that UNM Parties agrees to receive such export-controlled information, equipment or materials, Seller shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: ECCN@UNM.EDU
19. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under a resultant Purchase Order/Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.
20. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.
21. **EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.
22. **EMPLOYEE CERTIFICATION.** The Offeror and all Offerors' employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
23. **GENERAL TERMS AND CONDITIONS:** UNM Parties's General Terms and Conditions are an equal and integral part of this request. All terms and conditions of this request will remain unchanged for the duration of the contract and will supersede and take precedence over any Offeror's agreement forms. Offeror must include a detailed description regarding any exceptions to the terms and conditions of this RFP. If exceptions or deviations are not clearly stated, it is understood that the terms and conditions of this proposal shall govern.

UNM Parties reserves the right to reject any proposal that does not meet the terms and conditions of the request for proposal. It further reserves the right to accept or reject any modifications to the terms and conditions if it is in the best interest of the UNM Parties to do so.
24. **F.O.B.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.
25. **FOREIGN PAYMENTS.** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.
26. **GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
27. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to a resultant Purchase Order/Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which UNM Parties are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.
28. **INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal

injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its sub-contractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the University. The liability of the University will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended."

29. **INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.
30. **INSPECTION.** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of any resultant Purchase Order/Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.
31. **INSPECTIONS, SELLER.** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this RFP.
32. **INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.
33. **INSURANCE REQUIREMENTS:** The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications. Offeror must submit proof of insurance in the form of a "Certificate of Insurance" to the appropriate Buyer prior to commencing work under this contract. Offeror's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This Request for Proposal Number must appear on the Certificate of Insurance.
34. **LATE SUBMISSIONS.** Late submissions of offers will not be accepted or considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the offer is the only offer received. Late submissions will be returned unopened.
35. **MERGER.** The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.
36. **MINIMUM WAGE RATES AND PAYROLL SUBMITTALS.** Jobs with an estimate cost >\$60,000 done under this IFB will be subject to the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA, 1978 as amended) and per exhibit labeled "Wage Act." Minimum wages will be supplied at time of award or may be obtained from the State of New Mexico Labor & Industrial Commission, 1596 Pacheco Street, Santa FE, NM 87501.

For all federally funded construction projects greater than \$2,000 the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this IFB to the appropriate oversight agency and UNM Parties's Office of Capital Projects in accordance with 29 CFR 3.4. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this IFB.

Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent weekly to UNM Parties Office of Capital Projects. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employees' wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date

37. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNM Parties's authorized representative.
38. **NON-PERFORMANCE PENALTIES.** The Offeror agrees to pay UNM Parties an amount equal to \$500.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. UNM Parties may subtract this amount from any monies due to the Offeror.
39. **NOTICES:** Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

UNMH Address:
The University of New Mexico Hospitals
Purchasing Department
933 Bradbury Dr. Se Suite 3165
Albuquerque, NM 87106

40. **OPTION TO RENEW.** UNM PARTIES reserves the option to renew the RFP's resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNM PARTIES. These renewal options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.
41. **OTHER APPLICABLE LAWS.** Any provision required to be included in a resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
42. **OSHA REGULATIONS.** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold UNM Parties free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
43. **OWNERSHIP OF DOCUMENTS.** All documents which are prepared by the Seller or any member of the consulting team that form a part of its services under a resultant Purchase Order//Agreement are the sole property of the UNM Parties and such works may not be reproduced nor distributed without the express written consent of the UNM Parties and shall be delivered to UNM Parties upon termination and or completion of this Purchase Order/Agreement if UNM Parties so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNM Parties shall receive all original drawings and the Seller shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Purchase Order/Agreement, the work product required by the Purchase Order/Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNM Parties shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNM Parties and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order/Agreement to UNM Parties.

Inventions. For the consideration payable under a resultant Purchase Order/Agreement, the Seller agrees to report any invention arising out of the Work required by the Purchase Order/Agreement to UNM Parties. UNM Parties shall have sole right and authority to seek statutory patent protection under United States and

foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Seller or member of the consulting team as part of the performance of Work. The Seller hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNM Parties and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Seller shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to UNM Parties.

Survival of Provision. This provision shall survive expiration and termination of the Purchase Order/Agreement.

44. **PACKAGING.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
45. ****PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
46. **PAYMENTS FOR PURCHASING.** No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNM Parties using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
47. **PAYMENT TERMS.** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.
48. **PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.
49. **PENALTIES.** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.
50. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of one hundred and eighty days (180) calendar days; an additional time period may be requested by UNM Parties.
51. **PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider. *Acknowledgment of Access to CDI:* Service Provider acknowledges that the Purchase Order/Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Purchase Order/Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all sub-contractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase Order/Agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order/Agreement.

Note: Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed."

52. PUBLIC INFORMATION. All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNM Parties Purchasing Regulations 11.6.3.)
53. PURCHASE ORDER/AGREEMENT. Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
54. RELATIONSHIP OF PARTIES. The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNM Parties for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNM Parties. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
55. RELEASE UNM PARTIES REGENTS. The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico Hospitals, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico Hospitals or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico Hospitals or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.
56. REMOVAL OF OFFEROR'S EMPLOYEE(S). UNM Parties may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNM Parties may immediately terminate, with written notice to Offeror, the services of any Contractor employee, if the University of New Mexico's management believes in good faith that Offeror's employee is unable to perform the services with reasonable skill. Offeror's agreement may also be terminated if Offeror's liability insurance coverage is modified or terminated.
57. REQUEST AS AGREEMENT: This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request's terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for

modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNM Parties. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.

58. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the University of New Mexico Hospitals, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.
59. **RIGHT TO PROTEST.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNM Parties Purchasing Regulation 11, Protest Procedures, which may be found at the following UNM Parties web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
60. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The UNM Parties Evaluation Committee reserves the right to waive minor irregularities. The UNM Parties Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the UNM Parties Evaluation Committee.
61. **SCHEDULE DELAYS.** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify UNM Parties promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.
62. **SELLER'S EMPLOYEES AND AGENTS.** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of any resultant Purchase Order/Agreement.
63. **SITE FAMILIARITY.** The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
64. **SITE INSPECTION.** The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.
65. **STATE AND LOCAL ORDINANCES.** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
66. **STATE AND LOCAL ORDINANCES.** The Offeror shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved.
67. **TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS).** In the performance of construction related services under this solicitation, the Seller agrees to work with and cooperate with the University's Tax Cost Segregation Consultant. The University's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico Gross Receipts Tax for each general Offeror involved with the construction projects at UNM Parties. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by UNM Parties for various construction projects.
68. **TERMINATION AND DELAYS.** The University may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of

any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

69. **THIRD PARTIES.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
70. **TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.
71. **WAIVER.** The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.
72. **WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in any resultant Purchase Order/Agreement, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.
73. **WARRANTY:** Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
74. **WORKERS COMPENSATION.** No workers compensation insurance has been or will be obtained by UNM Parties on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.
75. **WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Seller will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

EXHIBIT J INFORMATION SYSTEMS SECURITY PLAN INFORMATION

the UNM Parties Information Security Plans are to be developed and documented for IT systems, as per the UNM Parties' Information Technology Security Procedures. This template is to be used as a guide in developing individual security plans for new and changing application and infrastructure systems. All projects must also be placed into the Online Request System (ORS) for project prioritization, development and resource review. Purchases, Contracts and Implementation of new IT assets will not move forward without the completion of an IT Security Plan.

- Note to our vendors: your equipment, applications, databases, etc. end up on our environment. All of these must be reviewed for proper resources, security, backup, etc. You must work with the team or project leader to complete the questions below for the most effective and timely implementation.
- The IT Security Plan answers start with the data flow diagram. Without an understanding how the system works and where the application, system or database resides and how the users and support access and support the system is very difficult to answer the following questions.
- **Note:** For confidential or Restricted Data outsourcing the UNM Parties requires all available third party security certifications/attestations (preferably based on standards such as: (ISO 27002, HITRUST, NIST 800-53, SSAE-16 SOC 2, or equivalent) from the vendor that are applicable to the service / application under consideration. For payment card hosting, PCI DSS attestation and reports will be required.
 - If necessary, the vendor can submit a redacted copy of certifications to safeguard sensitive information.
 - The UNM Parties reserves the right to request and review the vendor's third party certifications/attestations annually.
 - Any vendor who also partners with third parties that create, use, transmit, receive or store the UNM Parties data are required to provide independent third party security certifications/attestations.

Important: Start this effort by creating a Visio or other graphical workflow of the system. Include workstation or other device where information is created or accessed mapping through appropriate network areas, include the server/database/application and then diagram return paths if applicable. Finally, map the backup and recovery processes.

A security plan should include at minimum a description of the security processes for the system, access and confidentiality requirements and restrictions, security administration processes, data classification designations, legal requirements for security and privacy, training, security testing, infrastructure security components, roles & responsibilities for security functions, physical security, and back up and disaster recovery requirements. The Security Plan should describe the security needs and processes for the 'Life Cycle Support' of the system.

The Security Plan will be initiated in the early phases (business analysis and requirements) of a project, and completed before the system is migrated to production. This template will be used to document security plans upgrades to current systems as well as for current systems, where such documentation does not exist.

Please complete all sections of the plan. To view this exhibit please visit **RFP 421-20:** <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>.

Contact the IT Security Office with questions at 505-272- 3282.

EXHIBIT K INSTALLATION

1. Installation

1.1. The Vendor shall install the software (modules), cables, and required hardware at the Hospital on the date or dates specified in the Implementation Plan.

2. Vendor Obligations

2.1. The Vendor shall supply all labor, materials, tools, equipment, permits, fees, inspection and testing costs, and supervision for the complete and satisfactory installation of the software (modules), cables, and required hardware at the Hospital.

3. Damage to Hospital Property

3.1. When installing the software (modules), cables, and required hardware, the Vendor and Vendor's Personnel shall not damage any of the Hospital's property, and shall not disrupt or interfere with the Hospital's systems or procedures, except as specified in the Implementation Plan. In the event of any such damage, disruption or interference, the Hospital and its agents, contractors and employees may take all such steps as it considers reasonably appropriate to repair or restore such damage, disruption or interference and render an account therefore to the Vendor or deduct the amount from any monies owing by the Hospital to the Vendor.

4. Installation Site

4.1. During installation of the software (modules), cables, and required hardware, the Vendor shall keep the installation site in as tidy a condition as practicable and, upon completion of the installation, the Vendor shall remove all tools, equipment, surplus materials and debris and shall leave the installation site in a clean and safe condition satisfactory to the Hospital, acting reasonably.

5. Authorization Required

5.1. Written authorization must be received prior to the installation or attachment of any of the Vendor's software, (modules) modules, cables, and required hardware or devices on or to Hospital owned or leased equipment, software, or communications networks. In the event of problems created by any such installation or attachment as referred to in this Section, the Vendor shall be solely responsible for all repairs and services to correct the problems. The Vendor's installers will need to complete a UNM Hospitals EOC 3 hour training class prior to any work that requires above ceiling, penetrations, in the walls, installation of cables above ceiling or in walls, etc.

EXHIBIT L

ACCEPTANCE TESTING

1. The Acceptance Testing protocol described herein is a minimum standard which is intended to demonstrate that the software (modules), cables, and required hardware, once fully delivered, installed and commissioned will meet the requirements as called for in this RFP on a continuous and reliable basis and will meet or surpass the clinical requirements set by the UNM Parties in this RFP. Without limiting the generality of the foregoing, the Acceptance Testing is also intended to demonstrate that the software (modules), cables, and required hardware will meet or surpass the requirements of the Performance Guarantee.

1.1. Performance Certificate. Following installation of the software (modules), cables, and required hardware, the Vendor shall provide to the UNM Parties a performance certificate certifying that such software (modules), cables, and required hardware has been fully and completely supplied and/or installed, is mechanically complete, is fully commissioned, and is ready for Acceptance Testing (the "Equipment Performance Certificate"). Title to the software (modules), cables, and required hardware will pass to the UNM Parties upon receipt by the Hospital of the Performance Certificate.

1.2. The UNM Parties Acceptance Testing. Following receipt of the Performance Certificate, the UNM Parties shall proceed to conduct acceptance testing ("Acceptance Testing") and the Vendor shall cure any identified non-conformance in accordance with the terms therein.

2. General

2.1. Without prejudice to the Hospital's right to reject unordered, defective or non-conforming software (modules), cables, and required hardware, the Hospital shall be entitled to conduct Acceptance Testing. The software (modules), cables, and required hardware must comply with the Vendor's Technical Specifications and any acceptance criteria that are mutually defined ("Acceptance Criteria"). The Acceptance Testing shall be based on the Vendor's formal factory test procedures and the Acceptance Criteria unless otherwise agreed to. A successful Acceptance Test shall have occurred only after the Equipment has fully met the requirements set out in this Schedule for a period of [Offeror to insert] consecutive calendar days following validation.

2.2. All Acceptance Criteria used as part of the Acceptance Testing shall be considered as baseline parameters of performance and shall be used by the Hospital for comparison purposes during all subsequent quality assurance testing.

3. **Acceptance Testing Environment.** Unless otherwise agreed to by the parties, the Vendor agrees that all Acceptance Testing shall occur during the peak working period of the use of the software (modules) and required hardware as determined by the Hospital.

4. **Timing of Acceptance Testing.** Unless otherwise agreed to by the Hospital, software (modules), cables, and required hardware shall not be considered ready for any Acceptance Testing unless all quantities of all components related thereto have been delivered to the Hospital and, where appropriate, installed.

5. In accordance with the Implementation Plan;

5.1. the Vendor shall give approximately two (2) weeks' notice prior to the Hospital to organize the appropriate people within the Hospital for Acceptance Testing; and

5.2.the Acceptance Testing shall commence upon the Hospital's receipt of the Performance Certificate from the Vendor.

- 6. Acceptance Testing.** The Acceptance Testing shall extend for a period of [Offeror insert number of days] days, or such longer period as the parties may agree. If the Equipment does not meet the Acceptance Criteria, during the initial [Offeror insert number of days] consecutive day period, the Hospital shall provide immediate written notice of the failed Acceptance Testing to the Vendor. The Vendor shall take corrective measures within twenty-four (24) hours of receipt of the failed Acceptance Testing notice and provide written notice to the Hospital when the Vendor is ready to commence a second [Offeror to be insert] consecutive calendar day Acceptance Testing period. Should the Equipment not meet the Acceptance Criteria during this second [**insert number of days**] consecutive day period, the Hospital provide immediate written notice of failed Acceptance Testing to the Vendor. The Vendor shall take corrective measures within twenty-four (24) hours of the receipt of the failed Acceptance Testing notice and provide written notice to the Hospital that the Equipment is ready to commence a third [Offeror insert number of days] Acceptance Testing period. If the Equipment fails to meet the Acceptance Criteria during the third [Offeror insert number of days] day Acceptance Testing period, the Hospital may, at its option:
- 6.1.** Request and have replaced the software (modules), cables, and required hardware that has been the source of the failure;
 - 6.2.** Grant an extension of the period allowed for successful completion of the Acceptance Testing in which case, the Vendor shall promptly make every reasonable commercial effort to correct the deficiencies and defects, and the Acceptance Testing period shall be extended for such further period of time as the Hospital may determine in order to permit the Vendor a reasonable opportunity to correct the deficiencies and defects and for the Hospital to conduct any new Acceptance Testing; or
 - 6.3.** Terminate this Agreement and request immediate removal of the software (modules), cables, and required hardware from the Hospital's premises, at no cost to the Hospital and provide a full refund of money paid to date to the Hospital. Upon the removal, the Vendor shall ensure the installation site is returned to its original condition, to the Hospital's satisfaction, at the Vendor's expense.
- 7. Successful Acceptance Test.** If the Acceptance Testing is successful, following the end of the Acceptance Testing period, the Hospital shall execute a Hospital Acceptance Certificate confirming that the Equipment has satisfied the Acceptance Criteria.
- 8. Title and Risk of Loss**
- 8.1.** Regardless of whether or not any payment has been made for the software (modules), cables, and required hardware and notwithstanding any Acceptance Testing to be conducted, title to the software (modules), cables, and required hardware shall pass upon receipt by the Hospital of the Performance Certificate.
 - 8.2.** Risk of loss or damage to the software (modules), cables, and required hardware shall pass to the Hospital upon receipt by the Hospital of the Performance Certificate.
- 9. Warranty.** The Vendor agrees that the Warranty shall only commence upon the Hospital's execution of a Hospital Acceptance Certificate.
- 10. Other Remedies.** The holding of, or the failure to hold any Acceptance Testing, shall in no way impair the Hospital's right to avail itself of any other remedies to which the Hospital may be entitled in respect of defective or non-conforming Equipment..

- 11. Deemed Acceptance.** If, one (1) day after the completion of the last Acceptance Testing period the Hospital has failed to provide notice to the Vendor that Acceptance Testing has failed, the Vendor shall notify the Hospital in writing requesting that the Hospital either execute a Hospital Acceptance Certificate or inform the Vendor of the failed Acceptance Testing within ten (10) days of receipt of the notification. If the Hospital does not respond within such ten (10) day period, the Hospital shall be deemed to have accepted the Equipment.
- 12. Other Acceptance Testing Procedures.** The Vendor is advised that individual hospitals may have other procedures for Acceptance Testing that may need to be included in any final agreement.

EXHIBIT M TRAINING

1. Training. At the request of the UNM Parties, the Vendor shall provide the following training as specified by the Hospital:

1.1. Technical and Clinical Training

- 1.2.** Training to include but should not be limited to diagnostic software and integration of the software (modules) and required hardware with the Hospital's existing systems;
- 1.3.** The awarded training Bidder will be required to provide training and training materials for primary users at no additional cost.
- 1.4.** The cost of all technical training, including travel and accommodation for the Hospital's staff to attend training course(s) at the Vendor's facilities if necessary, shall be at a cost mutually agreed to by the parties.
- 1.5.** The successful Bidders shall submit to UNM Parties, at no charge, electronic copies the operator's and service manuals.
- 1.6.** What is the training methodology?
- 1.7.** Describe the training you provide coders, CDI specialists, and system administrators.
- 1.8.** Do you offer ongoing webinars, seminars, in-service training or user group meetings? How will you ensure all training will be scheduled to coincide with UNM Hospital schedules and staffing?
- 1.9.** What type of staff will you make available to provide to be onsite and for how many days and for how long?
- 1.10.** Will you have someone readily available for on-site visits to respond to questions or needs as they occur and what is the response time for page, onsite, etc.
- 1.11.** Except as otherwise agreed by the Hospital, the cost of all clinical training, including travel and accommodation for the Hospital's staff to attend training course(s) if necessary, shall be borne by the Vendor.

2. Subsequent Training

- 2.1.** After the training on the software (modules) and required hardware has been completed, the Hospital reserves the right to request at no additional charge.
- 2.2.** Additional follow-up training as reasonably required to ensure the software (modules) and required hardware is utilized efficiently.
- 2.3.** Technical and consultative support for the Equipment sold by the Vendor to the Hospital under this Agreement. Such support shall include, but shall not be limited to, support for and assistance with the resolution of any problems or difficulties with the operations of the software (modules) and required hardware.

**EXHIBIT N
WARRANTY**

The Vendor should complete this exhibit by responding to each item below for each type of proposed **software (modules) and required hardware** as applicable. Attach separate pages if required. Vendors are encouraged to clearly describe the nature and extent of the Warranty being provided, including its limitations and any exclusion that may apply.

1. General Guarantees and Performance Guarantee.

- 1.1.** Include **software (modules) and required hardware** specific, detailed descriptions of all guarantees, warranties and conditions with respect to the Equipment to enable the UNM Parties to fully understand the nature, extent and limitations of the Warranty provided by the Offeror;
- 1.2.** Indicate the length of the Warranty, extent of the coverage and any terms, conditions or limitations, including any co-payments expected of the UNM Parties.
- 1.3.** Offerors must confirm that all servicing, maintenance and preventative maintenance required on the software (modules) and required hardware during the Warranty Period will be provided by the Vendor at no additional cost to the UNM Parties.

2. Post Completion Warranty

- 2.1.** The Warranty shall commence on the successful completion of the Acceptance Testing and the delivery by the UNM Parties of the Acceptance Certificate.
- 2.2.** The Offeror shall indicate any continuation or extension of Warranty that it is prepared to provide upon expiration of the basic Warranty Period described in the Warranty Exhibit together with the charges, if any, for such continued Warranty.

3. Maintenance and Preventative Maintenance During Warranty Period

- 3.1.** Confirm that all servicing, maintenance and preventative maintenance required on the software (modules) and required hardware during the Warranty Period will be provided by the Offeror at no additional cost to the Hospital.

Equipment Name _____

Item Number	Requirement Item	Vendor Response
1	software (modules) and required hardware specific warranties, guarantees and conditions	
2	Warranty length and extent of coverage	
3	Warranty extension or continuation	
4	Maintenance and preventative maintenance during Warranty	

**EXHIBIT O
SERVICE AND SUPPORT**

The Vendor should complete this section by responding to each item below for each type of proposed software (modules) and required hardware as applicable, attaching separate pages if required.

Equipment Type _____

Item	Vendor Response
Performance Guarantee	
Provide a detailed description of the Performance Guarantee provided for the software (modules) and required hardware, including a detailed description of guaranteed “up time” methodology for measuring compliance with the guarantee and the amount that will be paid by the Vendor to the Hospital, in cash or in other value, if the Performance Guarantee is not met. The Performance Guarantee should be applicable to: <ul style="list-style-type: none"> a) Warranty Period; b) Full Service Agreement. c) Partnership Service Agreement. d) Parts & Technical/Software Agreement. 	
Provide a detailed definition of “down time”.	
Post Warranty Service	
Indicate the length of time, upon expiration of the warranty, the Vendor will continue to offer service and support on the proposed software (modules) and required hardware.	
Preventative Maintenance	
Warranty Coverage – indicate if Preventative Maintenance is included during the Warranty Period;	
Hours of Service - state the recommended number of hours of service each type of software (modules) and required hardware should operate prior to the performance of routine preventative maintenance.	
Procedures - indicate the recommended frequency, type and length of procedures for regular and appropriate preventative maintenance of the proposed software (modules) and required hardware.	
Downtime – indicate the approximate length of downtime required to accommodate regular or preventative maintenance that is performed pursuant to warranty or any service agreement.	
Documentation - provide written documentation for the recommended preventative maintenance on the software (modules) and required hardware including but not limited to cleaning, calibrating, periodic replacement of parts, and performance verification and any other activities which the Vendor proposes to undertake, or recommends be undertaken, in maintaining the software (modules) and required hardware.	

Item	Vendor Response
<p>Operating System Security – describe how security patches, upgrades and service packs will be applied to the Windows Operating System after publication by the manufacturer, if applicable to the proposed software (modules) and required hardware.</p>	
<p>On-Site Service Response</p>	
<p>Warranty Period - indicate the guaranteed on-site service response time of a qualified repair technician after a request has been made. If response times differ, the information should be provided for:</p> <ul style="list-style-type: none"> a) regular weekdays; b) weekends; c) public (statutory) holidays. 	
<p>Indicate the guaranteed on-site service response time of a qualified repair technician after a request has been made. If response times differ, the information should be provided for:</p> <ul style="list-style-type: none"> a) regular weekdays; b) weekends; c) public (statutory) holidays. 	
<p>Response Time Penalty - the vendor should also indicate any compensation that will be paid to the Hospital if guaranteed on-site response service times are not achieved.</p>	
<p>Technicians - indicate the number of trained service personnel, indicate the number of qualified service personnel at each location and identify locations.</p>	
<p>Parts – Format - indicate the parts depots located in New Mexico and indicate:</p> <ul style="list-style-type: none"> a) a list of tools the Vendor is to leave on site for service calls; and b) normal lead time for the provision of parts. 	
<p>Telephone Support</p>	
<p>Availability and Services - describe in detail the telephone support available and indicate availability including but not limited to: 24 hours per day, 7 days per week, 365 days per year; operational/application inquiries; remote diagnostic troubleshooting and user networking; and availability of a toll free line (include number) during:</p> <ul style="list-style-type: none"> a) Warranty Period; b) No Post Warranty Service Agreement. 	
<p>Length of Support - indicate the length of time that both clinical and technical telephone support will be provided to the hospital (i.e. as long as the equipment is in service at the hospital).</p>	
<p>Remote Connectivity - provide details of any applicable hospital obligations regarding remote connectivity if applicable.</p>	
<p>Diagnostic Software</p>	

Item	Vendor Response
<p>Availability – describe in detail the diagnostic software that will be available to the Hospital to maintain, troubleshoot and support the software (modules) and required hardware. The Vendor should confirm the availability of the diagnostic software to the Hospital in the event that the Vendor is not retained, after the Warranty Period to provide Services.</p>	
<p>Third Party Services</p>	
<p>Access to Information – in the event that the Vendor is not retained by the Hospital to provide the Services, the Vendor shall confirm its willingness to provide the Hospital with any and all information required to allow the Hospital to service the Equipment itself or have a third party service provider perform such services after expiry of the Warranty Period.</p>	
<p>Full Access – the Vendor should confirm its willingness to supply all service reports and service passwords which would allow the Hospital full access to any diagnostics included with the software (modules) and required hardware and any other services required.</p>	

EXHIBIT P

MANUALS, BULLETINS AND DOCUMENTATION

1. **Content of Exhibit.** Service/Training/Parts Manuals, Bulletins and Document should outline in detail the manuals, bulletins, documentation, drawings, spare parts and other materials which the Offeror will supply to support the Equipment, products or services offered in its Proposal and as described in the Purchase Price **Exhibit R**.
2. **Electronic Availability.** One of the obligations of a successful Offeror under the Agreement is to provide the documents and other materials described in the Service/Training/Parts Manuals, Bulletins and Documentation. The Offeror may propose to provide such documentation and materials through electronic links provided that such links are properly secure, can be accessed by the UNM Parties personnel easily and are provided at no cost.
3. **The Offeror should disclose:**
 - 3.1. The guaranteed response time to assess recalled devices that have been identified by the UNM Parties.
 - 3.2. Resources available from the Offeror to assess all recalled devices in order to ensure the devices meet current safety standards and regulations and to further ensure uninterrupted usage of Equipment by the Hospital.
 - 3.3. Any discussions with regulatory agencies related to the device, which may impact on the future availability or use of the Equipment or its accessories, or has an impact on the service or Warranty support provided by the Offeror.
4. **Service/Training/Parts Manuals and Documentation.** The following manuals/materials shall be provided at no charge and shipped with the software (modules) and required hardware, unless otherwise specified in this Agreement:
 - 4.1. 2 complete sets of operator/user manuals, including software (modules) and required hardware manuals as applicable and any other printed or electronic media available for user education (e.g. videos, CD-ROMS, etc.).
 - 4.2. 1 complete set of service manuals including but not limited to, electrical/mechanical/pneumatic schematics manuals, parts lists, pricing lists or schedules, software manuals, troubleshooting guides, training, health and safety manuals, as applicable.
 - 4.3. A list of any installation and/or special test tools and/or components and/or preventative maintenance kits requirements for the proper use and maintenance of the Equipment, replacement parts, and the current parts costs. The UNM Parties should be notified of such requirements before the Equipment is shipped.
 - 4.4. All service documentation for diagnostic software (modules) and required hardware Schematics, drawings, blueprints and data sheets, as applicable.
 - 4.5. 2 copies of As-built drawings at the end of construction in electronic form suitable to the Hospital, as applicable
5. **Bulletins and Updates.** The Vendor shall, on a timely basis, forward to the UNM Parties designated personnel:
 - 5.1. Any service bulletins, clinical user bulletins, or similar type of or related bulletin including, but not limited to, on-line technical resources that relate to the Equipment.
 - 5.2. Updates to the manuals/materials referred to in this Schedule as long as the Equipment is still being used or the Hospital still requires the Equipment, at no additional cost to the Hospital.

EXHIBIT Q COST PROPOSAL

- 1. Total Project Cost** – In this **Exhibit**, provide pricing details below to meet full compliance of scope and requirements as defined in this RFP. This shall include everything necessary to complete system implementation. The Offeror should provide separately in this exhibit, cost on all required Software (modules), Cables, and Hardware required, services, implementation, including conversion or customization charges from our existing application and/or forms and formats, attaching separate pages if required, component name, part number, and pricing for all standard components of the proposed **Software System**. Any applicable costs associated with training, implementation, and installation should be clearly identified. Installation charges should cover all necessary components, including but not limited to cabling, connections, and wall plates, all with the intention of providing a complete operational system. Price submitted by vendor must include estimates for travel, lodging, meals, and any other associated costs *Offerors should detail clearly, in the Installation Plan, any parts of the installation that the Offeror believes are the responsibility of the Hospital.*
- 2. Prices** – All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP and must be based upon percent (%) discount off your current Published List Price.
- 3. Licensing** – What is the licensing structure for your product? (By concurrent users, server installations, perpetual, month to month etc.). Do you offer various licensing models, hosted solutions, etc.? If you provide a hosted solution, may the UNM Parties elect, at a future point in time, to operate the software on its own servers at no additional licensing charge? In your pricing please indicate if the License fees are month to month or perpetual.
- 4. Year one costs, and Subsequent Annual Costs** - What are the initial or year one costs including yearly maintenance, support, and any other items or are they included in the Total Project Cost? What are the year two, three, and subsequent year's annual costs? What goods and services are provided in such years?
- 5. Future Enhancements** – Provide details or estimates on cost structure for any enhancements to basic functionality requested or anticipated expansion of the product in future years. Please describe the product roadmap via a white paper or other documentation or text. For example, do you typically release new versions of the software every 6 months, 9 months, 18 months, etc.... Assuming the UNM Parties purchases your product in the **Fall, 2020**, where is that in the product cycle?
- 6. A description of additional charges for any extra services – including a not to exceed amount.**
- 7. Prices shall remain firm throughout the initial contract year. Price increases will be subject to review and approval prior to any subsequent renewal period and upon sixty (60) days advance written notice.**

If your company would like the UNM Parties to consider alternative pricing models, please include them in addition to the minimum requirements. Any charges not specifically identified in this section of your response will be considered free of charge.

Project Component: (break costs out annually, year 1 year 2, etc. and distinguish if they are one time fees or re-accruing.					
Description	# Units (Hours, users, year (s)) QTY	List Price	% off List Price	UNM Price (ea)	UNM Extended Price
Enterprise License Fees*					
Annual Maintenance Support					
Hosting					
Implementation					
System Installation/configuration/Integration					
Project Management					
Development of Interface					
Testing					
Technical and End User Training					
System Upgrade(s)					

***Define if the cost is based per provider; per license; per patient; per encounter**

Travel: Any applicable costs associated with training, should be clearly identified.					
Description	# Units (Hours, users, year (s)) QTY	List Price	% off List Price	UNM Price (ea)	UNM Extended Price

Future Service/Enhancement Cost – For information only. Not to be evaluated. Provide details or estimates on cost structure for any enhancements to basic functionality requested or anticipated expansion of the product in future years. Although data conversion and custom software development are not part of this implementation, these services may be required in the future. Please provide bill-rated for each service below.

<u>Description</u>	<u># Units (Hours, users, year (s))</u> <u>QTY</u>	<u>List Price</u>	<u>% off List Price</u>	<u>UNM Price (ea)</u>	<u>UNM Extended Price</u>

Post Warranty Service Schedule: The Vendor should provide in this exhibit the Post Warranty Service Schedule, attaching separate files as required, post warranty service costs and options. The Vendor should outline options available and, for any such option, propose a detailed scope of Services, along with a statement of the costs, fees and reimbursable expenses which will apply to those Services. In addition, the Vendor should indicate whether there are any technology obsolescence programs or options that will prevent technology obsolescence and keep the software (modules) and required hardware current throughout the next five (5) to seven (8) years. Any costs associated with this program or option should be identified for each Software Module and Projected Hardware.

<u>Component Name</u>	<u>Part #</u>	<u>Description</u>	<u>Term of Service (1, 2, 3, 4 years etc.)</u>	<u>List Price (Hourly rate)</u>	<u>Percent of List Price</u>	<u>the UNM Parties Ext Price</u>

Additional Pricing Information: The Vendor should complete and submit this exhibit showing any Additional Pricing Information where any of the pricing schedules does not provide a line item for something.

<u>Description</u>	<u># Units (Hours, users, year (s))</u> <u>QTY</u>	<u>List Price</u>	<u>% off List Price</u>	<u>UNM Price (ea)</u>	<u>UNM Extended Price</u>

Costs To the UNM Parties: Offerors should detail clearly, any parts of the installation that the Offeror believes are the responsibility of the Hospital.

<u>Description</u>	<u># Units (Hours, users, year (s))</u> <u>QTY</u>				

EXHIBIT R
RFP # 421-20

ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your organization for completion as a business reference for the company listed above.

For questions or concerns regarding this form, please contact the UNM Parties Procurement Specialist listed above. When contacting us, please include the Request for Proposal number listed at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description	
Project dates (starting and ending) Identify the length of time services were provided for. Include specific reason(s) why the organization is you (if applicable);	
Technical environment for the project you're providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)	

QUESTIONS:

1. Briefly describe in what capacity have you worked with this Offeror in the past?
2. How would you rate the Offeror's knowledge and expertise regarding the purpose of this RFP?
 Excellent Satisfactory Unsatisfactory Unacceptable

Brief explanation of above rating:

3. Was the Offeror required to provide reports to your organization for the project?
 Yes No

If yes, what is your level of satisfaction with the reports produced by the Offeror?
 Very Satisfied Satisfied Not Satisfied Unacceptable

Brief explanation of above rating:

4. If applicable, how would you rate the Offeror's level of flexibility relative to changes in the project scope and timelines?
 Excellent Satisfactory Unsatisfactory Unacceptable N/A

Brief explanation of above rating:

5. If applicable, what is your level of satisfaction with hard-copy materials produced by the Offeror?
 Very Satisfied Satisfied Not Satisfied Unacceptable N/A

Brief explanation of above rating:

6. How would you rate the dynamics/interaction between the Offeror and your staff?
 Excellent Satisfactory Unsatisfactory Unacceptable

Brief explanation of above rating:

7. Please identify the Offeror's primary representatives involved in your project and how would you rate them individually on their skills, knowledge, behaviors and/or other factors? 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

Name: _____ Rating:

Brief explanation of above rating:

Name: _____ Rating:

Brief explanation of above rating:

Name: _____ Rating:
Brief explanation of above rating:

Name: _____ Rating:
Brief explanation of above rating:

8. How satisfied are you with the services provided by the Offeror?
 Very Satisfied Satisfied Not Satisfied Unacceptable

Brief explanation of above rating:

9. With which aspect(s) of this Offeror's services are you most satisfied?

10. With which aspect(s) of this Offeror's services are you least satisfied?

11. Would you recommend this Offeror's services to your organization again?
 Yes No

Brief explanation of above rating: