

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR ITS PUBLIC OPERATION
KNOWN AS UNM HEALTH SCIENCES CENTER,
SPECIFICALLY UNM HOSPITALS (“UNMH”).**

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

ISSUANCE DATE: Initial RFP April 15, 2021; Amended and Restated RFP issued June 18, 2021

**AMENDED AND RESTATED Request for Proposals (“RFP”) Title and Number: RFP P435-21 –
HEALTHCARE STAFFING AND TECHNOLOGY**

**BASED ON VENDOR QUESTIONS AND ANSWERS, UNMH HAS UPDATED AND REPLACED
THE ORIGINAL RFP DOCUMENT WITH THIS AMENDED AND RESTATED RFP
DOCUMENT, HAS POSTED VENDOR QUESTIONS AND ANSWERS AS ADDENDUM NO. 1,
WHICH ARE INCORPORATED INTO THIS RFP, AND HAS FURTHER EXTENDED THE
RESPONSE DATE FOR PROPOSALS AS SET FORTH BELOW.**

**THE RFP INCLUDES THIS RFP DOCUMENT AND ADDENDUM NO. 1 BOTH OF WHICH
WERE POSTED ON JUNE 18, 2021, AND ANY OTHER ADDENDA POSTED AFTER THE DATE
OF THIS AMENDED AND RESTATED RFP.**

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 July 9, 2021**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal.

2. UNMH 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, because 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 UNMH 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: Chris Lechalk
Title: Procurement Specialist
Telephone: (505) 410-6542
E-mail: cwardlechalk@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 UNMH’s 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, UNMH 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 UNMH 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.

UNMH 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 UNMH 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 UNMH's 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. UNMH reserves the right to reject any proposal not in compliance with this paragraph.

The UNMH 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.

7. **Table of Contents:**

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Exhibit C:	Authorized Signature Page
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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, Background, Evaluation Criteria, and Scope of Work**.

It is intended that this RFP will result in UNMH entering into a contractual agreement with one or more successful Offeror(s), for an **Initial Contract Term of up to four (4) year(s)** with an option to renew, as provided for in NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by UNMH. The UNMH 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 UNMH 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 UNMH, (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, UNMH 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 UNMH, 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 UNMH 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 the date and time set forth on page 1 of this RFP.

1.5.2 Questions and Answers. The UNMH 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 UNMH proposal website visit <http://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. UNMH 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 UNMH 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 UNMH 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 UNMH from an Offeror in response to a request for clarification from UNMH shall be considered part of the Offeror's Proposal.

1.9 Verification of Information. UNMH shall have the right to:

- 1.9.1 Verify any Offeror statement or claim by whatever means the UNMH 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 UNMH 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 **P435-21 – Healthcare Staffing and Technology**
- 2.1.2 **Proposal - One (1) ORIGINAL, One (1) HARD COPY, and one (1) ELECTRONIC COPY 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,). Submit password with your electronic device please.** 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 should be submitted as follows:
 - a. Hard copies should be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
 - b. Pages should be one-sided, one and one-half spaced and numbered.
 - c. Typeface should be easily readable such as Time Roman, type size 12-point.
 - d. Each Proposal should 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 should contain, at a minimum, all listed items in the sequence indicated.

- A. Table of Contents
- B. Signed Authorized Signature Page
- C. Proposal Summary –Response to Scope of Work
- D. Exhibits
 1. Resident Veterans Certificate (If Applicable)
 2. Small & Small Disadvantaged Business Certification

3. Conflict of Interest and Debarment/Suspension Certificate Form
 4. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910)
- 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 NM PREFERENCES.

3.1 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 B) 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 C**.

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

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

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 F**). 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 UNMH, in its sole discretion, prior to award of an Agreement.

- 3.6 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 UNMH's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH's IT division. **The successful Awardee may be required to complete the UNMHs Information Security Plan Information and submit to UNMH's IT department for approval. Failure to complete form upon UNMH's 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 G**.
- 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 QUANTITIES. UNMH 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 UNMH needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
- 3.12 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
BACKGROUND, EVALUATION CRITERIA, AND SCOPE OF WORK

1. BACKGROUND and PURPOSE

A. Background. UNMH is New Mexico’s only academic medical center and the State’s only Level One Trauma Center. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMH). 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 on northern part of the Main UNMH campus. These locations and others which may be added are within the scope of this RFP. Additionally, the resulting agreement under this RFP is intended to serve as a Price Agreement under New Mexico law, and as such may be utilized by other qualifying state entities. Examples of this could include UNMH affiliate Sandoval Regional Medical Center or UNM Medical Group.

UNMH is a governmental healthcare organization that owns or operates one or more hospitals, clinics, or other healthcare facilities, which are collectively referred to as "UNMH." 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. UNMH Statistics for the year ending June 30, 2017: Emergency Room Visits – 78,467; Outpatient Visits – 575,060; Inpatient Days 175,698; Outpatient Operations – 13,354; Inpatient Operations – 7,533; Births - 2,867

B. Purpose. From time to time UNMH supplements its existing workforce through use of temporary clinical staff (defined below as Candidates). The purpose of this RFP is to solicit proposals to establish a contract(s) for the procurement of UNMH's strategic workforce solutions provider(s) providing both clinical staffing (Scope of Work 1) and a web-based technology platform (Scope of Work 2) for implementation and management of staffing (herein “Healthcare Staffing Solution”). That contract(s) are intended to serve as Price Agreements as defined by 13-1-71 NMSA 1978, as amended.

UNMH reserves the right to reject any proposal which provides agency based staffing but does not include the technology to support and manage activities. Offerors may use a third party to provide the technology solution/web-based software as a service, **but the third party must join in and sign the proposal and sign as an offeror if it will be required that UNMH make payments directly to that party.**

UNMH anticipates that Offerors will contract with 3rd party staffing companies. Those 3rd party staffing companies are not obligated to join in or sign the Offeror’s proposal.

2. EVALUATION CRITERIA SUMMARY. (MAKE SURE ALL SOW SECTION in her 5B 4 to 8 ??)

See Paragraphs 5A Organization Experience, Quality and Stability.	ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY, relating to both staffing and technology solutions, and references if requested for finalists.	10	Points possible
See Paragraphs 3 SOW 1, 4 SOW 2, and 5B Technical Approach	TECHNICAL APPROACH relating to both staffing and technology solution. Includes technical approach and each SOW.	40	Points possible
See Paragraphs 5C Candidate Capacity	CANDIDATE CAPACITY	20	Points possible

See Paragraphs 5D Implementation	IMPLEMENTATION relating to both staffing and technology solutions	10	Points possible
See Paragraphs 5E Cost Proposal	COST PROPOSAL relating to both staffing and technology solutions. Offerors must submit annual cost estimates based on SOW 1 and SOW 2 plus a combined SOW 1 & 2 as highlighted below in red.	20	Points possible
	TOTAL	100	Points possible

3. SOW 1 OF 2: CONTINGENT LABOR.

A. Overview. The Offeror’s proposal shall identify how it will meet the expectations set forth in this SOW. The Offeror shall contract with UNMH and provide staffing, consolidated billing, credentialing, technology platform, and other related services. UNMH shall use the contracted Healthcare Staffing Solution as primary source for placing orders and staffing Candidates, reserving the right to enter into separate staffing agreements as may be necessary (although UNMH prefers that one vendor will be able to satisfy its staffing requirements). As UNMH's Healthcare Staffing Solution, Offeror will recruit, submit and staff qualified Candidates to fulfill UNMH's needs through the use of the Offeror’s resources and its contracted or affiliated agencies.

B. Candidates. The term "Candidates" means the following types of personnel: Registered nurses, certified nurse assistants, clinical technicians, therapists, and other clinical, nursing and allied healthcare professionals (not including advanced practice nurses, physicians, or physicians' assistants) who are recruited and assigned to perform work for UNMH on a temporary or supplemental basis.

C. 3rd Party Agencies. The offeror may use its corporate affiliates or third-party staffing subcontractors (each an "Agency") to provide Candidates, provided that preference will be given to Offerors who consolidate all administrative functions, including but not limited to invoicing.

D. Describe your process or system for achieving competitive staffing rates. Is there a competitive process that your (or your technology –see below) utilize? How can you ensure and establish to UNMH that the staff you make available may be retained at competitive rates.

E. Reporting. Confirm that your staffing activities will be made available through your technology solution referenced in section 3 below, and that you shall provide UNMH with real-time reporting system for requisitions submitted, requisitions completed, open requisitions, applications received, billing, payments and staffing usages agreed to by the Parties.

F. Payment. It is preferred that the Offeror will deliver a consolidated invoice to UNMH for all Candidates. And, it is anticipated that UNMH will pay the Offeror’s consolidated invoice, and the Offeror will pay the staffing agencies. Please confirm and describe your processes. Please confirm that Offeror will contractually require the applicable Agency to employ and compensate Candidates for hours worked and deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of Candidates in compliance with state and federal law.

G. PERFORMANCE ISSUES/REPLACEMENTS. UNM Hospital reserves the right to remove or replace any supplied Candidate. UNMH will follow all appropriate reporting requirements for unsafe nursing practice based on New Mexico Board of Nursing regulations. Please confirm.

H. CANDIDATE INJURY PROCEDURES. It is anticipated that injury processes will work as set forth in this paragraph. In the event of injury to any retained Candidate while working for UNMH at the UNMH job site, UNMH will instruct the Candidate to notify its Agency and to seek treatment at a third-

party healthcare provider designated by its applicable Agency unless the injury is an emergency. In the event of an emergency, UNMH will immediately send the injured Candidate to the closest emergency room and provide transportation if necessary or appropriate. The 3rd party Agency's contracted vendors shall perform all such services, absent emergency. UNMH shall invoice Offeror for emergency services performed by UNMH. UNMH shall not be responsible for staffing fee payment or healthcare costs with respect to staff with respect to exposure to disease, virus, or with respect to payment for hours due to quarantine, or for travel. UNMH shall be responsible only for hours actually worked at UNMH.

I. FLOATING. UNMH may float offeror Candidates in rotation with UNMH's staff and in accordance with UNMH's floating policies, as well as the clinical experiences of the Candidate being asked to float.

J. RATE RULES FOR CLINICAL CANDIDATES. Please confirm that you can meet the rate rules set forth below, and if you cannot, please provide details. These pay rules are the intended pay rules and are subject to change during the term of any resulting agreement in accordance with the terms thereof

1. Workers compensation and quarantine pay is the responsibility of the offeror and will not be paid by UNMH.
2. Incentive Rate. Where Offeror and UNMH mutually agree that a higher rate is appropriate for certain position(s), an Incentive Rate may be agreed upon by both parties of the regular rate plus \$5.00 may be used. The use of an Incentive Rate will be confirmed prior to start through the offer process.
3. Elevated Rate. Where Offeror and UNMH mutually agree that a higher rate is appropriate for certain position(s), an Elevated Rate may be agreed upon by both parties, of the regular rate plus \$10.00 may be used. The use of an Elevated Rate will be confirmed prior to start through the offer process.
4. Overtime. Overtime will be billed at a maximum overtime rate of one and one-half times (1.5x) the regular rate and paid in accordance with UNMH policy with respect to Candidates.
5. On-Call & Call-Back. On-call hours worked will be billed at a maximum rate of \$10.00/hr. If a Candidate is on-call and is then called back/called in to work, all hours worked are billed at Call-Back rates equal to a maximum of one and one-half times (1.5x) the regular rate with a minimum of four (4) hours.
6. Holidays. Work performed on UNMH designated holidays will be paid in accordance with UNMH policy with respect to Candidates.
7. Charge Work performed by Travel Candidates when working in a Charge Nurse capacity will be billed at a maximum of an additional \$5.00 per hour.
8. Mileage. For home health professionals or other professionals where driving is required to perform their job, UNMH will reimburse the Offeror for mileage incurred by the home health professional for travel between visit locations. In addition, mileage to the home health professional's first visit in a day and from the home health professional's final visit in a day shall be reimbursed to the extent the distance between the first or final visit and the home health professional's home exceeds thirty (30) miles. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.

K. Scheduling and Cancellation Rules. Please confirm that you can meet the scheduling rules set forth below, and if you cannot, please provide details.

1. Scheduling: Candidates will be scheduled at the discretion of UNMH. Requested time off approved at contract negotiation will be honored. All other requested time off will be granted at UNMH's discretion.

2. Orientation: UNMH will provide Candidates with orientation in accordance with the standards of The Joint Commission and UNMH's policies. All time spent by Per Diem Candidates in UNMH-provided or required orientation is billable.

3. Cancellations: When census requires, a candidate can be placed on call or canceled. The candidate will be notified by the staffing department or the home department.

L. Please provide a narrative of the process of recruitment and submission to UNMH.

M. Please provide a narrative of process of recruitment for needs that cannot be met by single agency (if single agency submission) or process and current status of subcontracts with talent-supplying agencies

N. Please provide a proposed plan if /when offeror is unable to secure adequate or acceptable candidates to fill requisitions

O. Please provide a narrative of process to fulfil requirement of semi-annual (or more frequent if requested by UNMH) regional rate analysis of requested position types.

4. SOW 2 OF 2: TECHNOLOGY SOLUTION.

A. Overview. The Offeror's proposal shall identify how it will meet the expectations set forth in this SOW. The Offeror shall contract with UNMH to provide a web-based platform that will support all aspects of the staffing function, including but not limited to sourcing, ordering, scheduling, receipt and archival of Kronos-timekeeping data, consolidated invoicing, recordkeeping for presented and assigned staff sufficient for management to make recruitment decisions and achieve all regulatory compliance. UNMH will consider only web-browser accessed software as a service and will not consider software that would be installed on a UNMH server or desktop or a technology solution that requires UNMH to purchase additional hardware or equipment.

B. Please provide a detailed narrative describing how your web-based Technology Solution will yield the most competitive prices for Candidates, with detailed examples.

C. Preferred Functionality. UNMH prefers systems that provide ease of use and are able to perform functions such as those set forth below. **DO NOT DESCRIBE ANY FUNCTIONALITY IN YOUR PROPOSAL THAT IS NOT INCLUDED WITH YOUR PROPOSED PRICING. OFFERER, BY SUBMITTING ITS PROPOSAL, CONFIRMS THAT ITS PROPOSAL PRICING INCLUDES ALL SERVICES AND FUNCTIONALITY DESCRIBED IN ITS PROPOSAL, AS WELL AS IN ANY DEMO. UNMH has not utilized a state of the art, comprehensive staffing system and therefore does not know all of the capabilities of a state of the art on-line staffing system, but UNMH prefers a system that will make its internal staffing processes more efficient and effective, including but not limited to the following items. Vendors should supplement this list by describing any functions of their system that they believe will make UNMH's internal staffing process more efficient and effective:**

--provides UNMH with a pool of available candidates available from Vendor or its contracted agencies through the website

---archive Candidate credentials.

--allows UNMH to submit its staffing requests/needs through one web-based portal.

--allows UNMH to select Candidates for placement.

--allows UNMH to schedule start date, end date, and extensions.

--allows UNMH to provide orientation documents.

--allows UNMH to manage staffing schedules with concurrent bill rates.

- offers 24/7 live recruiting to ensure last minute needs can be satisfied.
- offers 24/7 customer support.
- offers on-site custom accounts.
- allows management of staff, scheduling, invoicing through desktop, tablet or mobile app.
- Schedule: Clinical, allied, clerical, finance, housekeeping, administrative, executive and technology contingent labor all in one function.
- allows management of all vendors invoicing and time collection in one place.
- will allow current contracted vendors access to the platform as well as onboarding/uploading of data and support for currently contracted staff.
- assigns dedicated Account Managers and Quality Assurance Specialists to its MSP clients for 100% full support.
- supports management of daily operations for all Candidates, interacts with staffing suppliers, oversees credentialing audit and management, weekly timekeeping and invoice reconciliation, and provides consolidated program reporting, including program metrics and supplier scorecards.
- provide multiple rate management options and tools, as well as variance reporting to ensure compliance with budget and spend initiatives.
- provides effective use of agency staff through advanced reporting, analysis and benchmarking techniques. Please list and describe all of your system's reporting capabilities.
- provide access to candidates previous assignment, skills evaluations, and confirmation documents.
- payroll management. Upon closing of each UNMH payroll cycle, Offeror's System receives Kronos / UKG Dimensions payroll reports. System/Vendor will reconcile and confirm all hours.
- manage payment/consolidated invoicing. The Offeror shall describe its consolidated invoicing, billing and payment process. It is anticipated that all staffing agencies will invoice the Offeror, and the Offeror will invoice UNMH. And, UNMH will pay the Offeror, and the Offeror will pay the staffing agencies.
- Invoicing. Offeror should describe its invoicing detail and processes and confirm that it will send periodic invoices to UNMH on a schedule as reasonably requested by UNMH to include supporting Kronos / UKG Dimensions reports for Travelers and monthly technology related invoices to UNMH via unmh-ap@unm.edu.
- Invoicing Detail. Offerors shall describe the level of invoice detail that they typically provide and that they can provide. It is anticipated that invoices shall break out by sub-agency. Sample invoices should be included. Invoices shall include supporting documentation sufficient to meet audit requirements.
- Interfaces-Sole Responsibility of Offeror. Please confirm in your proposal that the Offeror shall be solely responsible for all costs and expenses associated with developing any interface between UNMH platforms and the system provided by Offeror.

D. Candidate Timekeeping and Approval-Additional Detail. It is anticipated the candidates will be using Kronos / UKG Dimensions time system. Please provide any concerns the Offeror may have with the utilization of this system. UNMH is responsible for accurately recording and approving the time worked by offeror candidates. UNMH shall not permit offeror Candidates to perform work "off-the-clock." Each week, UNMH will provide the offeror or its designee with approved weekly time records for all offeror Candidates in an electronic or other format acceptable to offeror or its designee by an agreed upon time. The time records shall reflect all time worked by each offeror Candidate.

E. Candidate Screening and UNMH Policy-Additional Detail. Offerors shall describe their systems ability to serve as an archive and describe the confirmation process for candidates. UNMH shall screen, interview and accept or reject Candidates submitted in a timely manner and notify offeror of the starting date, unit, shift, and orientation schedule for each accepted Candidate. The Candidate will be expected to comply with all UNMH policies and procedures related to candidate's scope of practice.

F. Data Archive: Candidate Competency and Compliance Documentation-Additional Detail. Please describe in detail the candidate competency and Compliance documentation process for candidates. Offeror will maintain on file or contractually require Agencies to maintain on file Competency Documentation and Compliance Documentation for each Candidate. "Competency Documentation" will generally include documentation of the qualifications of each Candidate as reasonably necessary to establish competency, which may depend on the position and type of Candidate's scope of practice. Primary source verification of State Licensure, clinical skills checklist(s), unit and medication competency exams, Basic Cardiac Life Support and Advanced Certifications, and documentation showing that a Clinical Candidate has a minimum of two (2) years of experience. Additional experience or certification may be required for specialty positions. "Compliance Documentation" will generally include, at a minimum, the following: a negative 10-panel drug screen, negative PPD test results or Quantiferon Gold (or, if past positive PPD, chest X-ray with TB questionnaire), physical health statement, Varicella documentation, Mumps and Rubella documentation, Hepatitis B documentation, OIG and GSA search, and Annual Influenza. New Mexico requires fingerprints with the Department of Health along with criminal background check. Additional titers or vaccines may be requested depending on current state or national requirements.

G. Provision of Documentation. Describe the process how the Offeror will provide to UNMH or make available for inspection by UNMH, the Competency Documentation and Compliance Documentation within, 5 days prior to the offeror's Candidate's start date. The offeror may provide attestations that Competency Documentation and Compliance Documentation is consistent with standards of The Joint Commission and applicable laws.

H. Describe System Benefits. Describe how your system achieves cost savings and assists with evidence based decisions. If you have customer success stories in this area, please provide.

I. Training/On-site Resource. Please describe all training included with your proposal and implementation, as well as training that can be purchased at additional cost. It is anticipated that the training offered by Offeror shall include use of system for new leaders, upgrades or added features. Will you have somebody on-site to assist with training or other matters relating to staffing of Candidates or use of the system?

5. EVALUATION CRITERIA

This section along with each SOW section describes the criteria to be used for analyzing and evaluating the various proposals. UNMH 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 UNMH. All responses to this RFP become the property of UNMH and will become public information upon completion of UNMH contract negotiation process.

An evaluation committee shall evaluate proposals based on the evaluation criteria. Submittals should completely address each of the evaluation criteria, elaborating on all responses where possible. Finalist may be invited for oral presentations and demonstrations and provision of references at UNMH's sole discretion at a date and time to be determined, with final scoring of completed by rescoring based on the information obtained through presentations, demonstrations, reference checks or other inquiries by UNMH.

5.A. ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (10 Points).

1. The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP.
2. The Proposal should include the following information:
 - 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.
 - Company name, address, Phone, E-mail, and Internet address. When founded.
 - Company Ownership, Names and titles of company principals.
 - If a subsidiary of another company, please provide name and location of headquarters.
 - Briefly describe your organizational/staffing structure.
3. How specifically will your personnel interact with UNMH's staff and internal processes?
4. Management Approach. Provide a narrative summary of the Offeror's project management approach, including, but not limited to: 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.
5. Company Experience. Provide a brief narrative of the Offeror's proven experience, capabilities and resources, as a provider of Healthcare Staffing Services. Identify any expertise or special skills maintained by your company or its technology.
6. How many new implementations have you completed in the past two years and the average timeline for implementation?
7. Describe at least two project successes and failures of software deployment engagements. Include how each experience improved the Offeror's services.
8. How many clients have uninstalled the proposed solution(s) in the past two years?
9. What experience do you have with academic medical centers and academic medical groups using your solution(s)? 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 UNMH?
10. How do you ensure successful partnerships with your clients? What will your expectations be of UNMH's staff and IT support, in order to ensure a harmonious working relationship?
11. Describe how you ensure regulatory compliance within all of your functions? How are compliance issues reconciled, managed, controlled, and reported?
12. What unique capabilities and client experiences differentiate you from your competitors?
13. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.
14. What, if any, additional required equipment will the offeror be expected to purchase to ensure your web-based software functions "as designed."
15. 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.

5.B. TECHNICAL APPROACH (40 Points Possible).

Please clearly and in detail respond to and explain how your services meets or exceeds the requirements set forth in each of the Contingent Labor SOW, the Technology SOW, and this Paragraph B. Provide the

greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if you can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If you are not able to meet the specification, briefly explain why, noting any concerns or issues UNMH should be aware of. Note your competitive advantages. Explain how you will fulfill each of the needs outlined below

1. Scope of Work Requirements. Offeror should agree to perform each SOW and should identify any elements of each SOW that it cannot or will not perform. UNMH’s receipt and scoring of Offeror’s proposal does not constitute UNMH’s acceptance of any alternate language or alternate services that may be proposed by the Offeror.

2. With respect to your web-based technology solution, provide a narrative summary of your organization’s approach to meet the requirements of the project, as described in the chart set forth below. In addition, describe your organization’s approach to the project including a description of specific tools, methods, techniques used to complete the deliverables for described in the chart set forth below:

Technical needs and criteria for technology solution. It is anticipated that the successful offeror will meet or exceed the criteria below. Please mark the items that your company can meet or not.

ITEM	Yes	No
Enterprise application that allows multiple users to simultaneously input data with audit trail		
Requisitions post for candidate submittals within 20 minutes of UNMH submittals		
Original # of positions		
Remaining positions to fill		
Candidate application process that allows at a minimum:		
--profiles to be submitted through the application		
--Forwarding of profiles without downloading to reviewers		
--Not yet reviewed		
--Under review by UNMH		
--Hiring manager		
--Rejected for position		
--Awaiting agency request for additional information or contract revision		
--Contract offered by UNMH		
--Contract accepted by agency(ies)		
--Accepted contract dates		
Real-time reporting of # of open positions		
Real time reporting of # of open positions within each requisition accepted positions automatically reduce number of requested positions to show current status of needs in real time.		
Real-time reporting of active positions to include at a minimum:		
--Traveler name		
--Unit		
--Shift		
--Start date		
--End date		
--Traveler contact phone		
--Supervisor		
--Executive director		

--License, certification expiration		
--Contracting agency		
--Contracted hours per week		
--RTO		
Real time reporting to show projected need and contracted travelers by week up to 26-weeks in the future		
Ability to upload and access at all times documents by agency and UNMH at a minimum:		
--Candidate profile		
--Compliance/credentialing packet		
--Signed confirmations		
--Extension of offers		
--Extension of acceptances		
--Vaccinations		
--Performance notes		
Dashboard template or customization to include:		
--# active travelers by unit/shift/weekly hours		
--# contracts with upcoming start dates by unit/shift/weekly hours		
--monthly contract hours and cost by unit		
Automated alerts for expiring licenses and certifications		
On Boarding and Transition of current system to include transfer of active contractors and contractors with pending contracts to include the following:		
--Traveler name		
--Traveler contact		
--Agency		
--Contract start date		
--Contract end date		
--Licensing expiration		
--Certification expiration		
--Assigned unit		

3. Describe how your firm will interact with UNMH staff. Include whether you sub-contract or partner with any other entities to provide the services outlined in your response.

4. Description of resources UNMH is required to provide and to what extent do you anticipate using UNMH staff time.

5. **Insurance: UNMH insurance requirements are set forth herein and on exhibit F. Please confirm your insurance coverage and provide a copy of Offeror’s certificate of insurance. Describe how Offeror complies with insurance requirements set forth herein, and describe how Offeror ensures that all Candidates are covered with respect to their negligent acts. The offeror will ensure that Agencies are required to maintain insurance as follows: (i) general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year; (ii) professional liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year covering Candidates provided by the Agency; and (iii) worker's**

compensation insurance with statutory limits required by applicable law for each Candidate employed by the Agency.

6. Warranty/Performance Guaranty. If offered, please provide/include the following:
- A. Offerors are encouraged to clearly describe the nature and extent of any Warranty being provided, including any limitations and exclusions that may apply.
 - B. Offerors must confirm that all servicing, maintenance and preventative maintenance required on the web-based system will be performed by offeror.
 - C. Provide a detailed description of the Performance Guarantee provided for the software solution. Provide a detailed description of your guaranteed “up time” and the methodology for measuring compliance with the guarantee and the amount that will be paid, credited, or repaid by the Offeror to the Hospital, in cash or in other value, if the Performance Guarantee is not met.
 - D. Preventative Maintenance/Diagnostics.
 - a. Please confirm that Offeror is 100% responsible for all diagnostics and for all maintenance and preventative maintenance of the Offeror’s software service.
 - b. Downtime – Please define downtime, and indicate the approximate length of downtime required to accommodate regular or preventative maintenance that is performed pursuant to warranty or any service agreement.
 - c. 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.

7. Telephone Support. Please confirm that telephone support will be provided at all times during the term of services and 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). Please indicate where the work will be performed (e.g. city, state, and country).

8. ACCEPTANCE TESTING

The preferred Acceptance Testing protocol described herein is intended to demonstrate that the software and related databases, once made accessible to UNMH 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 UNMH in this RFP. Without limiting the generality of the foregoing, the Acceptance Testing is also intended to demonstrate that the software will meet or surpass the requirements of the Performance Guarantee Performance Certificate. Following implementation, the Offeror shall provide to UNMH a performance certificate certifying that such software 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”).

UNMH Acceptance Testing. Following receipt of the Performance Certificate, the UNMH shall proceed to conduct acceptance testing (“Acceptance Testing”) and the Offeror shall cure any identified non-conformance in accordance with the terms therein.

Without prejudice to the Hospital’s right to reject defective or non-conforming software, the Hospital shall be entitled to conduct Acceptance Testing. The software shall comply with the Offeror’s Technical Specifications and any acceptance criteria that are mutually defined (“Acceptance Criteria”). The Acceptance Testing shall be based on the Offeror’s formal factory test procedures and the Acceptance Criteria unless otherwise agreed to. A successful Acceptance Test shall have occurred only after the software has fully met the requirements set out in this Schedule for a period of 10 consecutive calendar days following validation.

The Acceptance Testing shall extend for a period of 10 days, or such longer period as the parties may agree. If the software does not meet the Acceptance Criteria, during the initial 10 consecutive day period, the Hospital shall provide immediate written notice of the failed Acceptance Testing to the Offeror. The Offeror 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 Offeror is ready to commence a second 10 day consecutive calendar day Acceptance Testing period. If the software fails to meet the Acceptance Criteria during the second 10 day Acceptance Testing period, the Hospital may, at its option:

- A. Grant an extension of the period allowed for successful completion of the Acceptance Testing in which case, the Offeror 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 Offeror a reasonable opportunity to correct the deficiencies and defects and for the Hospital to conduct any new Acceptance Testing; or
- B. 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 Offeror shall ensure the installation site is returned to its original condition, to the Hospital’s satisfaction, at the Offeror’s expense.
- C. If the Acceptance Testing is successful, following the end of the Acceptance Testing period, the Hospital shall execute a Hospital Acceptance Certificate confirming that software has satisfied the Acceptance Criteria.
- D. **Warranty.** The Offeror agrees that the Warranty shall only commence upon the Hospital’s execution of a Hospital Acceptance Certificate.
- E. **Deemed Acceptance.** If, one (1) day after the completion of the last Acceptance Testing period the Hospital has failed to provide notice to the Offeror that Acceptance Testing has failed, the Offeror shall notify the Hospital in writing requesting that the Hospital either execute a Hospital Acceptance Certificate or inform the Offeror 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.

5. C. CANDIDATE CAPACITY (20 Points). Please complete the Candidate Capacity chart set forth below and include with your proposal. Please also estimate the number of companies/agencies you contract with or represent through your web-based portal. Please indicate the current number of staff you have available for the following positions. Exact numbers or ranges may be used. If ranges, use: 0-99; 100-999; 1000 – 4999; 5000+

NURSING	TOTAL CANDIDATES	CURRENTLY PLACED
RN 1: Ambulatory Care		
RN 2: Progressive Care		
RN 3: Intensive Care		
RN 4: Antepartum, labor and delivery, neonates		
RN 5: Cath Lab, CVOR, EP Lab, IR, NICU, OR, PICU, General Pediatric		
RN 6: Behavioral Health Adult and Pediatric		
RN Case Manager, Utilization Review		
NURSING LEADERSHIP	TOTAL CANDIDATES	CURRENTLY PLACED
Director		
Educator		
House Supervisor		
Manager		

SURGICAL SERVICES	TOTAL CANDIDATES	CURRENTLY PLACED
OR Tech, Anesthesia Tech		
CARDIOLOGY	TOTAL CANDIDATES	CURRENTLY PLACED
EKG Tech/Cardiology Tech, Vascular Tech, Cath Lab Tech, US Tech		
RADIOLOGY	TOTAL CANDIDATES	CURRENTLY PLACED
Radiology I: X-Ray Tech./Radiology Tech/CT Tech, MRI Tech		
REHABILITATION	TOTAL CANDIDATES	CURRENTLY PLACED
COTA/PTA		
Occupational Therapist/Physical Therapist		
Speech Language Pathologist		
RESPIRATORY/NEURO DIAGNOSTICS	TOTAL CANDIDATES	CURRENTLY PLACED
EEG Tech		
Respiratory Therapist (RRT)		
SOCIAL SERVICES	TOTAL CANDIDATES	CURRENTLY PLACED
Medical Social Worker		
Licensed Medical Social Worker		
UNLICENSED ASSISTIVE PERSONNEL	TOTAL CANDIDATES	CURRENTLY PLACED
PCT		
MA		
MHT (mental health tech)		

5.D. IMPLEMENTATION (10 POINTS)

An implementation plan should be included with your proposal and should include the following:

1. Technical needs assessments timeline and scope.
2. Transition plan to convert travelers in-house and with future contracts to new system without interruption of contracts or information.
3. Offerors will be required to take in and upload data to their system for all current staff for operational purposes. Implementation plans must specify what party will perform listed activities and cost of Offeror shall provide a detailed implementation plan for the boarding process, and any other requirements required for a successful; implementation to include all costs such

5.E. COST PROPOSAL (STAFFING SOW AND TECHNOLOGY SOW) - 20 POINTS.

UNMH will evaluate Offerors by combining Offeror’s estimated annual fees for SOW 1 staffing with estimated annual fees for SOW 2 technology plus any other costs, fees, expenses, and one time fees for implementation and training and comparing among Offerors, with the lowest cost Offeror receiving full points and other Offerors receiving points based on a ratio analysis. **Offerors must submit an annual total for SOW 1 (see paragraph 5.E.1) , for SOW 2 (see Paragraph 5.E.2), and for the aggregate total of SOW 1 and SOW 2 combined (add the annual total for SOW 1 and SOW 2).** Please note that we are not asking you to calculate the total annual staffing cost, we are only asking you to calculate Offeror’s fees, costs, and expenses which it adds to the underlying Candidate/staffing cost. Do not state in your offer that there are no costs or fees associated with your system or process or that the staffing agencies absorb that cost. UNMH assumes that any such costs, fees and expenses are ultimately passed through to UNMH and should be identified.

1. COST: SOW- Contingent Labor -calculation

UNMH will evaluate based on a market basket approach, assuming a hypothetical annual staffing requirement of 60,000 hours (while the actual number will vary year to year, this number is representative for purposes of this scoring process) in a given year at a hypothetical rate of \$150 per hour (the actual Candidate rates will vary and be set through the competitive on-line processes) for a total hypothetical annual spend of \$9,000,000.

Please provide the information necessary to complete the Hypothetical Price Analysis set forth below.

HYPOTHETICAL PRICE ANALYSIS (actual UNMH staffing needs may be different, and will be spread among the various Candidate categories, and actual hourly rate will vary per the staffing offers submitted through the online portal).

Assuming RN Total Hours Used in Year One: 60,000

Assuming \$150 rate for each Candidate in Year One

Assuming total annual staffing charges \$9,000,000

Vendor add-on /reimbursed fee (whether paid by UNMH or contracted agencies) as a percent or stipulated amount: _____

Offeror total annual fee/receipts (whether paid by UNMH or contracted agencies) based on hypothetical usage described above: \$_____

BELOW ARE SAMPLE CALCULATIONS for 5.E.1:

Example 1.

Vendor add-on /reimbursed fee as a percent or stipulated amount: _____4%_____

Offeror total annual fee/receipts based on market basket (4%X \$9M) __\$360,000__

Example 2.

Vendor add-on /reimbursed fee as a percent or stipulated amount: _____\$7 per hour__

Offeror total annual fee/receipts based on market basket (\$7/hour x60,000) \$420,000

Alternate Calculation: Contingent Labor-alternate calculation.

If the process set forth above does not capture your pricing model, you must create a chart or diagram with your pricing and **you must provide to UNMH a comprehensive total annual year one cost for you company's costs, fees, and expenses based on the hypothetical usage set forth above. Again, this number does not include the actual fee for the Contingent staff retained to work at the hospital, whether this fee is paid by the hospital or by the subcontracted staffing agencies and presumably passed through to UNMH.**

2. COST: SOW-Technology Solution

Offerors must complete the technology solution Cost Proposal Form set forth below. All charges listed must be justified and evidence of need documented in the proposal. Offeror shall be solely responsible for all costs and expenses associated with developing any interface between UNMH platforms and the system provided by Offeror. In this chart, provide pricing details 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 conversation or customization charges from our existing data, 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. Price submitted by offeror 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.*

1. **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.
2. **Licensing** – Please describe 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.? In your pricing please indicate if the License fees are month to month or perpetual.
3. **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?
4. **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.
5. **With respect to any charges for SOW Technology, please complete the chart set forth below.**

Any technology service/charges not specifically identified in the chart below will be considered offered free of charge.

DESCRIPTION OF COST ITEM/SERVICE RELATING TO Offeror’s Technology Service under SOW 2	COST PER EACH? PER MONTH?...YEAR? PER	UNMH TOTAL COST IN YEAR ONE FOR THIS SERVICE/ITEM
Annual or Monthly Fee		
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)		
Initial training		
Customer support		
Description-estimate of other costs or fees, including any equipment UNMH must purchase through the installation process	# Units (Hours, users, year (s) QTY	UNM Price (Year 1
PLEASE ADD ALL AMOUNTS FOR A TOTAL UNM PRICE IN YEAR ONE FOR YOUR SOW 2 TECHNOLOGY SOLUTION	X	\$

3. TOTAL YEAR ONE COST FOR STAFFING AND TECHNOLOGY CHART for SOW 1 plus SOW 2. Please add the annual totals highlighted in red from sections 5.E.1 page 20 and 5.E.2 (page 21 or 22-depending on pagination) in the chart below.

TO THE RIGHT, PLEASE INSERT YOUR OFFEROR TOTAL ANNUAL FEE/RECEIPTS BASED ON MARKET BASKET	
TO THE RIGHT, PLEASE INSERT YOUR OFFEROR TOTAL ANNUAL FEE/RECEIPTS FROM 5.E.2	
TO THE RIGHT PLEASE ADD ROWS 1 AND 2 FOR A TOTAL	

4. IF THE CHARTS ABOVE DO NOT CAPTURE 100% OF ALL FIEES COSTS AND EXPENSES, PLEASE DESCRIBE ANY SUCH COSTS WITH THE FEE SUMMARY YOU SUBMIT WITH YOUR PROPOSAL.

**EXHIBIT C
AUTHORIZED SIGNATURE PAGE**

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED, SIGNED AND RETURNED WITH THE RFP:

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 IFP and at the prices stated within the IFP.

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

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 D
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 or check NA here: _____

- 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

THANK YOU FOR YOUR COOPERATION

Signature and Title of Individual Completing Form:

Date _____

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)

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.

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 E
THE UNIVERSITY OF NEW MEXICO HOSPITALS SUPPLIER CONFLICT OF INTEREST
AND DEBARMENT/SUSPENSION CERTIFICATION FORM –SIGN AND RETURN

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 F
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.

EXHIBIT G

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 H 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. UNMH 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 UNMH Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNMH. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNMH 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 UNMH 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.

UNMH reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNMH. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNMH 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 UNMH.
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 UNMH 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 UNMH 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 UNMH 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, UNMH 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 UNMH'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 UNMH without prior written notice. In the event that UNMH 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:** UNMH'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.

UNMH 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 UNMH 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 hospitals 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 UNMH'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 UNMH 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 UNMH's authorized representative.
38. **NON-PERFORMANCE PENALTIES.** The Offeror agrees to pay UNMH 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. UNMH 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.** UNMH 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 UNMH. 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 UNMH 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 University of New Mexico Hospitals and such works may not be reproduced nor distributed without the express written consent of the University of New Mexico Hospitals and shall be delivered to UNMH upon termination and or completion of this Purchase Order/Agreement if UNMH so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNMH 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. UNMH 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 UNMH 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 UNMH.

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 UNMH. UNMH 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 UNMH 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 UNMH.

- 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 UNMH 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 UNMH.
 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. (UNMH 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 UNMH for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH. 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 UNMH 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). UNMH may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMH 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 UNMH. 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 UNMH Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMH web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
60. RIGHT TO WAIVE MINOR IRREGULARITIES. The UNMH Evaluation Committee reserves the right to waive minor irregularities. The UNMH 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 UNMH 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 UNMH 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 UNMH. 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 UNMH 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 UNMH 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 I INFORMATION SYSTEMS SECURITY PLAN INFORMATION AND CRITERIA

UNMH Information Security Plans are to be developed and documented for IT systems, as per the UNM Hospitals' 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 offerors: 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 UNMH 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 offeror that are applicable to the service / application under consideration. For payment card hosting, PCI DSS attestation and reports will be required.
 - If necessary, the offeror can submit a redacted copy of certifications to safeguard sensitive information.
 - UNMH reserves the right to request and review the offeror's third party certifications/attestations annually.
 - Any offeror who also partners with third parties that create, use, transmit, receive or store UNMH 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 <http://.unm.edu/health/about/bids-proposals/proposals.html>.

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

EXHIBIT J
SERVICE AND SUPPORT CRITERIA

The Offeror should complete this section by responding to each item below for each type of proposed software.

Item	
Provide a detailed description of the Performance Guarantee provided for the software (modules) and required hardware, including a detailed description of any guaranteed “up time” methodology for measuring compliance with the guarantee and the amount that will be paid by the Offeror 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”.	
Downtime – indicate the approximate length of downtime required to accommodate regular or preventative maintenance that is performed pursuant to warranty or any service agreement.	
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: <ul style="list-style-type: none"> a) Warranty Period; b) No Post Warranty Service Agreement. 	
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).	
Remote Connectivity - provide details of any applicable hospital obligations regarding remote connectivity if applicable.	