

6. The UNMHSC 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.

UNMHSC 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 UNMHSC 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 UNMHSC’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. UNMHSC reserves the right to reject any proposal not in compliance with this paragraph.

The UNMHSC 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:**

Section I.	Introduction and General Information
Section II.	Proposal Copies and Format
Section III.	Additional Instructions to Offerors
Exhibit A.	Scope of Work
Exhibit B.	Evaluation Criteria
Exhibit C:	Resident Veterans Preference Certification
Exhibit D:	Authorized Signature Page
Exhibit E:	Small & Small Disadvantaged Business Certification
Exhibit F:	Conflict of Interest Certificate Form
Exhibit G:	Insurance Requirements
Exhibit H:	Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991)
Exhibit I:	Standard Terms and Conditions
Exhibit J:	Information Systems Security Plan
Exhibit K:	Installation
Exhibit L:	Acceptance Testing
Exhibit M:	Training
Exhibit N:	Warranty
Exhibit O:	Services and Support
Exhibit P:	Manuals, Bulletins and Documentation
Exhibit Q:	Cost Proposal
Exhibit R:	Business Reference Questionnaire

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SECTION I. INTRODUCTION AND GENERAL INFORMATION

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

It is intended that this RFP may will result in UNMHSC entering into a contractual agreement with one or more successful Offeror(s)

- 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 UNMHSC 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 w

1.9 Verification of Information. UNMHSC

organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit D)
- C. Proposal Summary (Optional)
 - 1. Organizational Experience, quality and stability (Exhibit B, Section 1.A)
 - a. Company Ownership & Management
 - b. Company Organization and Staff
 - c. Management Approach
 - d. Company Experience

attached Resident Veteran Preference Certification” form (Exhibit C) must be completed and signed.

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

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

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

3.9 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE

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

- ii. Provide project management for the installation, configuration, and customization work of the System.
- iii. Work with UNMHSC staff to properly configure settings and workflows in the new system, including workflows for home health for both adult and pediatric domains.

- vii. Total system uptime greater than 99% calculated monthly, excepting preventive maintenance periods;
 - viii. Fully integrate into the UNMHSC's technical and functional environment;
 - ix. Demonstrate an understanding of the UNMHSC's current technical infrastructure and processes by providing a solution which easily integrates with that environment; and
 - x. Ensure HIPAA compliance for UNMHSC's patients and organization.
- C. Technical Support.** The Contractor shall provide technical support services. The technical support shall include, but is not limited to, the following:
- i. Training assistance in implementation of the system;
 - ii. Ongoing troubleshooting and continued support in the day to day use of the system;
 - iii. Data analysis and report development; and
 - iv. The Contractor shall make technical support personnel available by phone and email on the following schedule: Enterprise level 24/7/365 support
- D. User Training**
- i. Contractor shall provide a user and system training plan, as well as the capability to provide periodic refreshers and a training guide for self-training on the use of the system. The plan should include, but is not limited to, the following:
 - 1. On-site vendor training staff (per system) plan
 - 2. Provide list of courses offered and/or recommended
 - 3. Summary of course content
 - ii. The System solution should have professional support and training available to assist with the configuration and deployment using already established best practices.
 - iii. Work with staff to properly configure settings and workflows in the new system;
- E. Manuals, Bulletins and Documentation**
- i. Provide appropriate digital manuals or documentation for each delivered system component;

- ii. Create Digital manuals covering the operation, parts, installation, and maintenance of all system components and explaining the operational concept of the system, as a whole should be provided; and
- iii. Digital updates to all manuals should be supplied annually to reflect each new software release and implementation phase.

F. Reporting.

- i. The system must provide standardized and customizable report.

EXHIBIT B - EVALUATION CRITERIA

1. EVALUATION CRITERIA

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

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

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

A. ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (20 Points Possible)

The Qualification Statement must contain a description of the Offeror's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:* nBT/F1 12 Tf1

9. 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.

ii.

17. The Offeror should provide financial information sufficient for UNMHSC to adequately establish the Offeror's financial capability to provide and support the scope of work in its Proposal. Such information may take the form of an annual report, banking information and/or guarantees.
18. Does your company perform drug testing, background checks or reference checks on all of your employees before they are hired? If not all segments, please indicate why not.
19. What unique capabilities and client experiences differentiate you from your competitors?
20. What awards has your solution received, if any?
21. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project

v. References

1. Each Offeror must provide a reference list of at least three (3) clients for whom similar services of size, technology and complexity as a UNMHSC have been performed within the past three (3) years. Offerors are required to submit **Exhibit R, Organization Reference Questionnaire**, to the business references they list.

The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

2. Explain how the Business Reference, who will complete **Exhibit R**, as part of Offer, meet the following criteria:
 - a. Characteristics that make the organization similar to UNMHSC;
 - b. A client with whom you have completed a successful Cerner EMR interface and list the interface(s) and systems interfaced from your product(s) to Cerner.
 - c. A client with whom you have completed a successful Cerner Sorian billing interface.

B. TECHNICAL APPROACH (40 Points Possible).

4. Are interfaces automated? Does your solution allow for uploading of data as needed? Can this be done directly by UNMHSC staff or does it require support from the vendor?
5. Describe how y

2. Does the Vendor has the ability to provide proposal for either requirement 1 and/or requirement 2.
3. Describe the system architecture. Diagrams may be included.
4. Describe the hardware specifications for optimum performance.
5. What operating system does the solution use?
6. What browser does the system use?
7. What DBMS standards does the system support?
8. Can user access be restricted?
9. What is the process for and frequency of system updates?
10. Describe any fault or performance monitoring capabilities of your system.
11. Can you provide evidence of process improvement from one of your existing customer?

vi. **Reporting**

1. Describe your products analytic and reporting capabilities. Include the tools necessary and provided.
2. Does your system allow direct connection to the database by users with full inquiry for extracting and reporting purposes?
3. Describe how your product allows for the capability to compare performance against standard measures and benchmarks.
4. Describe any Management dashboard and reporting capabilities.
5. Does any dashboard or reporting tool allow on-screen drill-down to additional levels of data detail?
6. Can user create custom reports independent of IT or vendor support? Can access to data elements be restricted by user or user role? What type of training is required for report building and generation?
7. Please provide standard report samples from existing customers.

8. Please describe the number of different reports that can be created.
- 9.

- d. Dates, times, durations and personnel commitment required by UNMHSC for all activities required to fulfill the SOW.
- e. Work plan and estimated hours required;
- f. Approach to meeting milestones and deliverable timetables and include a proposed timetable for completion of tasks related to the project.

- i. **Training Plan.** The Offerors shall provide training samples for the types of training as specified in **Exhibit M**.
- ii. The Offerors shall complete and submit the **Warranty Exhibit N**. Offerors are instructed to submit a warranty proposal which is software (modules) and required hardware specific, not generic.
- iii. The Offerors shall complete and submit Service and Support **Exhibit O**.
- iv. The Offerors shall comply with **Exhibit P**: Manuals, Bulletins and Documentation
- v. Have you ever provided software (modules) and required hardware that is still in service that you no longer deliver and or no longer support? If so, please explain and provide customer name and location.
- vi. Has a customer ever rejected or returned your software (modules) and required hardware? If yes, please explain and provide customer name and location. Specific documentation detailing who is responsible for which parts of application support (i.e. between vendor and UNMHSC).
- vii. What is your customer service approach and philosophy?
- viii. What ongoing support do you provide for coding issues, software problems, questions, and concerns?
- ix. What is your model for supporting system enhancement requests?

- ii. Vendor must provide workflow diagram of application/system for security control point understanding.
- iii. Describe access controls at all points.
- iv. Describe your remote access requirements.
- v. Provide remote support capabilities for UNMHSC personnel.
- vi. Describe the systems processes for Separation of duty, data integrity checks, if this system creates error reports, where and how are they logged?
- vii. Describe: business continuity, backup and general DR abilities.
- viii. Does your system provide controls to limit access to unauthorized users? Please explain.
- ix. Does your product provide access to individual system functions through a hierarchy of privileges defined by the data owner?

- xix. Provide web or networking dependencies.
- xx. Provide information on the biometric or other two factor authentication of your system.
- xxi. Provide contractual guarantee to provide updates, software releases and upgrades to ensure HIPAA/HITECH compliance and/or other regulations with no cost?
- xxii. Provide information on how the system is patched, updated and does it support AV?
- xxiii. Provide incident response processes including breach reporting priorities and, response and reporting times.
- xxiv. Please provide IT application/system supports operating system, application and antiviral updates. Specifically, what is the guaranteed turnaround for applying the above patches or mitigation of security vulnerabilities found by vendors, experts and UNMHSC security staff?
- xxv. Tell us how your system complies with HITECH NIST transport layer security and data at rest encryption protocols?
- xxvi. Provide information on how your system provides: Support data level access controls that allow assignment of security data level in files?
- xxvii. Does your system have the ability to assign specific access levels by profession or ID?
- xxviii. Does you client-server (data security) allow browser-based access from anywhere inside or outside hospital?
- xxix. Date when your first and most recent commercial system was installed, e.g. is this a beta version or has it been in use for a while without problems.

E. COST PROPOSAL (10) Points Possible

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

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

1.A	ORGANIZATIONAL EXPERIENCE, QUALITY, AND	20	Points
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EXHIBIT C
RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one only:

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

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

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

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

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

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

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleadigi tg3t

**EXHIBIT D
AUTHORIZED SIGNATURE PAGE**

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

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

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

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

Resident Business: Pref. Number _____

Resident Manufacturer: Pref. Number _____

Resident Offeror: Pref. Number _____

Resident Veterans Preference Certification Yes _____ No _____

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

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

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

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

(1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically

EXHIBIT F
THE UNIVERSITY OF NEW MEXICO HOSPITALS SUPPLIER CONFLICT OF INTEREST
AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST.

EXHIBIT G
INSURANCE REQUIREMENTS

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

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

COMPENSATION INSURANCE:

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

The Offeror shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort4(s)-8n9.48 Tf1 0 f1 0 0 6 f1 0 0 6 f1 011410049>40052>-50055>40057004B>-60003>-141004C0051>-60003>-1410057>120.4

EXHIBIT H

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

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

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify 000 forhe undeSUR9e u4(y)-151()-15TJEae6z(i)-BT/F1 saWe has

EXHIBIT I
STANDARD TERMS AND CONDITIONS

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").

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 UNMHSC

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 CDI

writing by UNMHSC. 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 UNMHSC Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMHSC web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
60. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The UNMHSC Evaluation Committee reserves the right to waive minor irregularities. The UNMHSC 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 UNMHSC Evaluation Committee.
- 61.

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

EXHIBIT J
INFORMATION SYSTEMS SECURITY PLAN INFORMATION

UNMHSC 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 vendors: your equipment, applications, databases, etc. end up on our environment. All of these must be reviewed for proper resources, security, backup, etc. You must work with the team or project leader to complete the questions below for the most effective and timely implementation.

The IT Security Plan answers start with the data flow diagram. Without an understanding how the system works and where the application, system or database resides and how the u

EXHIBIT K INSTALLATION

1. Installation

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

2. Vendor Obligations

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

3. Damage to Hospital Property

3.1. When installing the software (modules), cables, and required hardware, the Vendor and Vendor's Personnel shall not damage any of the Hospital's property, and shall not disrupt or interfere

EXHIBIT L
ACCEPTANCE TESTING

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

6.

- 11. Deemed Acceptance.** If, one (1) day after the completion of the last Acceptance Testing period the Hospital has failed to provide notice to the Vendor that Acceptance Testing has failed, the Vendor shall notify the Hospital in writing requesting that the Hospital either execute a Hospital Acceptance Certificate or inform the Vendor of the failed Acceptance Testing within ten (10) days of receipt of the notification. If the Hospital does not respond within such ten (10) day period, the Hospital shall be deemed to have accepted the Equipment.

- 12. Other Acceptance Testing Procedures.** The Vendor is advised that individual hospitals may have other procedures for Acceptance Testing that may need to be included in any final agreement.

**EXHIBIT M
TRAINING**

1.

**EXHIBIT N
WARRANTY**

Item	Vendor Response
<p>Operating System Security – describe how security patches, upgrades and service packs will be applied to the Windows Operating System after publication by the manufacturer, if applicable to the proposed software (modules) and required hardware.</p>	
<p>On-Site Service Response</p>	
<p>Warranty Period - indicate the guaranteed on-site service response time of a qualified repair technician after a request has been made. If response times differ, the information should be provided for:</p> <ul style="list-style-type: none"> a) regular weekdays; b) weekends; c) public (statutory) holidays. 	
<p>Indicate the guaranteed on-site service response time of a qualified repair technician after a request has been made. If response times differ, the information should be provided for:</p> <ul style="list-style-type: none"> a) regular weekdays; b) weekends; c) public (statutory) holidays. 	
<p>Response Time Penalty - the vendor should also indicate any compensation that will be paid to the Hospital if guaranteed on-site response service times are not achieved.</p>	
<p>Technicians - indicate the number of trained service personnel, indicate the number of qualified service personnel at each location and identify locations.</p>	

Parts – Format - indicate the parts depots located in New Mexico and indicate:

- a)

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

**EXHIBIT Q
COST PROPOSAL**

- 1. Total Project Cost** – In this **Exhibit**, provide pricing details below to meet full compliance of scope and requirements as defined in this RFP. This shall include everything necessary to complete system implementation. The Offeror should provide separately in this exhibit, cost on all required Software (modules), Cables, and Hardware required

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

<u>Description</u>	<u># Units (Hours, users, year (s))</u> <u>QTY</u>	<u>List Price</u>	<u>% off List</u> <u>Price</u>	<u>UNM Price</u> <u>(ea)</u>	<u>UNM</u> <u>Extended</u> <u>Price</u>
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RFP # P418-20

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

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

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

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

QUESTIONS:

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

Brief explanation of above rating:

Brief explanation of above rating:

Name: _____ Rating:

Brief explanation of above rating:

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