

**THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT
UNM BUSINESS CENTER
1700 LOMAS, NE – SUITE 2600
MSC01 1240, 1 UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131-0001**

Request For Proposal Number: 1284-9

TITLE: Pathways to a Healthy Bernalillo County

The University of New Mexico invites you to submit an offer for the material(s) and/or services in the attached Request for Proposal (RFP). Please read carefully all instructions, specifications, The University of New Mexico's (UNM) Standard Terms and Conditions. Failure to comply with the instructions, terms and conditions and specifications of this Request may result in your offer being classified as unresponsive and disqualified. **Proposals ("Offers") must be submitted to the above address no later than 5:00 p.m. MDT on June 22, 2009.** New Mexico criminal law prohibits bribes, gratuities and kickbacks.

OFFER SUBMITTAL:

All information must be entered in ink or typed and corrections must be initialed. Submit one (1) original and five (5) copies. Your submitted sealed offer envelope must be clearly marked with the Request for Proposal Number (#1284-9) and Opening Date (see Offer Due By date above) in the lower left hand Corner. Failure to mark your sealed Offer Submission Envelope may result in your Offer being opened early or your Offer not being included in the Request for Proposal Opening.

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UNM CONTACT INFORMATION:

Name: Veronica Trujillo, Sr. Contracts Specialist
Telephone: 505-277-5263
E-mail: vtrujil5@unm.edu

OTHER INFORMATION:

Freight Terms: FOB Destination
Payment Terms: NET 30

TERMS AND CONDITIONS

The purchases of materials and/or services awarded under this Request are subject to The University of New Mexico's Standard Terms and Conditions and all information and statements contained in this Request for Proposal. Offerors may submit alternate terms and conditions; however, UNM reserves the right to reject the language if it is considered to not be in the best interest of UNM.

SECTION I

INSTRUCTIONS TO APPLICANTS (“OFFERORS”)

1. **ACKNOWLEDGEMENT OF ADDENDA:** Offerors shall acknowledge receipt of any addenda of this RFP by identifying the addendums number and date in the space provided on the response form.
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 of whether an alternate offer is equal. It is the Offeror’s responsibility to provide, as part of the offer, descriptive literature and specification information on all alternate offered. References of current users should be included. If the item(s) offered are not clearly identified as alternate item(s), it is understood that the offer is for item(s) exactly as specified in this RFP.
3. **AWARD INFORMATION:** Award information will be posted electronically on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/lobosource.html>
4. **CANCELLATION:** The University reserves the right to cancel without penalty, this RFP, the resultant purchase order, or any portion there for convenience, unsatisfactory performance, or unavailability of funds.
5. **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.
6. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered as part of this RFP.
7. **COPIES OF OFFER:** If submitting by hard copy, please submit the number of hard copies of your offer as stated on the cover sheet along with all supporting documents.
8. **LATE SUBMISSIONS:** Late submissions of offers will not be 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.
9. **MODIFICATIONS:** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.

10. OFFEROR CLARIFICATION: The Offeror should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the offer being classified as non-responsive.

11. PERIOD FOR OFFER ACCEPTANCE: Offeror agrees that any offer made will be good for a period of sixty (60)-calendar days, an additional time period may be requested in the RFP Scope of Work.

12. PUBLIC INFORMATION: All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3.)

13. REJECTION OF OFFERS: The University reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.

14. SUBMISSIONS OF DRAWINGS/LITERATURE: The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offers request and expense.

15. 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 on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/>.

16. WITHDRAWAL OF OFFERS: Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

SECTION II

REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

Note: This document includes the Purchase Order Terms and Conditions as indicated by a preceding double asterisk (**).

The General Terms and Conditions on the reverse side of UNM's purchase order are an equal and integral part of this Request For Proposal (RFP) and are noted by a preceding double asterisk (**) beside the item number. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. UNM 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 Offeror's proposal will be incorporated into the Contract. Should an Offeror object to any of the UNM Standard Terms and Conditions that Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offeror's 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 including the additional terms and conditions must be stated in the applicant's ("Offeror's") proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by UNM at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

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

An Awardee of a Price Agreement established with UNM has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

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. ADDRESSES FOR 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.

Address if notice delivered by first class mail:

The University of New Mexico
Purchasing Department
MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001

Address if notice delivered to physical location:

The University of New Mexico Purchasing Department
UNM Business Center, Suite 2600
1700 Lomas Blvd NE
Albuquerque, NM 87106
(Southeast Corner of Lomas and University)

3. ****AGREEMENT:** Any resultant Purchase Order award as a result of this solicitation shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant purchase agreement will be listed explicitly on the front side of the Purchase Order, or incorporated by implication by the terms of this RFP. Any terms inconsistent with or in addition to this RFP proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.

4. ****ASSIGNMENT:** This Purchase Order is assignable by the University. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the University.

5. **AWARDS – MULTIPLE:** The University reserves the right to make multiple awards to a primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.

6. **CANCELLATION:** The University reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

7. ****CHANGES:** The University may make changes within the general scope of this Purchase Order 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 this Purchase Order, 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 as changed hereunder.

8. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the University.

9. ****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.

10. **CONFLICT OF INTEREST FORM:** Offeror is required to sign the attached SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM (Exhibit B). Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.

11. **COST ANALYSIS/BREAKDOWN REQUIRED:** A cost analysis or breakdown of the offered cost is required to be submitted with your response. The cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total offered cost will not be considered confidential. UNM Purchasing Regulations 11.6.3.

12. **DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated on the cover sheet, please state your earliest delivery date in your offer.

13. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the University awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Seller 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 Seller’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 products 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 a Seller has made a written request for confidentiality, the University shall examine the Seller’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be

open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

14. ****DISCOUNTS:** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice 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.

15. ****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 this 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.

16. ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, 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.

17. **FINANCIAL STATEMENT REQUIRED:** All Offerors are required to submit with their offer a Financial Statement from the end of their most recent fiscal year.

18. ****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.

19. **** GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to 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.

20. ****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The parties agree to enter into a mutually acceptable amendment to this 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.

21. ****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, subcontractors 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 subcontractors 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 this Purchase Order 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.

22. ****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 this Purchase Order. 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.

23. ****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 this Purchase Order. 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.

24. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

25. **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance that meets the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the

contract and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

26. **NON-CONSTRUCTION SUBCONTRACTORS:** Any work subcontracted by the Seller shall require the prior written approval of the subcontractor by the University. Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.

27. **NON-PERFORMANCE PENALTIES:** The Seller agrees to pay the University 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. The University may subtract this amount from any monies due to the Offeror.

28. **OPTION TO RENEW:** The University reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interest of the University. These renewal options will be exercised in increments as indicated in the proposal specifications, or if not stated, in one-year terms. The contract shall not exceed (4) four years including all renewals.

29. **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 the University 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.

30. ****OTHER APPLICABLE LAWS:** Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

31. ****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.

32. ****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.

33. ****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.

34. ****PENALTIES:** The Procurement Code. Section 13-1-28 et 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.

35. **POTENTIAL COSTS-UNSPECIFIED:** The Seller shall include in the offer all material and labor costs known to be required to complete the work under this RFP including and materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price proposal.

36. **PROPOSAL NEGOTIATION:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably likely to be selected for award. The University is under no obligation to conduct discussions with any or all Offerors.

37. **RIGHT TO PROTEST:** The solicitation or the award of an RFP may be protested as per the UNM Purchasing Department's Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.

38. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The 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 Evaluation Committee.

39. **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 the University promptly will be a basis for determining the Seller responsibility in an otherwise excusable delay.

40. ****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 this Purchase Order.

41. **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.

42. ****TERMINATION AND DELAYS:** The University may by written notice stating the extent and effective date, terminate this Purchase Order 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 this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order 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 this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order 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 this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

43. ****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 is subject to termination for failure to deliver on time.

44. ****WARRANTIES:** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, 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.

45. ****WORKERS COMPENSATION:** No workers compensation insurance has been or will be obtained by UNM 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.

46. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Seller will cooperate with the University

and other contractors and coordinate their work involving other contractors through the University's authorized representative.

GRAMM-LEACH-BLILEY ACT

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the University of New Mexico ("University") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implement appropriate security measures to protect confidential Customer Information of the University.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. Upon becoming aware of a security breach in which University Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the University and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to the University covered Customer Information and data unless the University requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement. Within such 30-day period, Service Provider shall certify in writing to the University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines "financial institution" as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including "making, acquiring, brokering, or servicing loans" and "collection agency services". Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial

product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the University to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider's own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the University.

SECTION III SCOPE OF WORK

I. Introduction

The University of New Mexico, Health Sciences Center, Office of Community Affairs (“UNIVERSITY”) invites qualified organizations in Bernalillo County to provide community-based care coordination to link the community’s most disconnected, at-risk individuals to health and social service resources in Bernalillo County following the Pathways model described in this Request for Proposal. The Pathways model is designed to reduce unmet needs, address health disparities, and improve the overall health of the residents of Bernalillo County.

In order to be considered, the applicant (“Offeror”) must have demonstrated interest and capacity within their organization to:

- Identify and engage with a client population that is difficult-to-reach;
- Collaborate to strengthen local resource networks and improve health systems;
- Contribute to improvements and adaptations of the Pathways model through full participation in this 2-year start up phase of the “Pathways to a Healthy Bernalillo County” Project.

It is the intent of this Request for Proposal (RFP) to be clear and specific in the information that is being requested of the applicants.

The Office of Community Affairs (OCA) will hold a **Pre-Proposal Conference** to review the terms and procedures and to clarify material presented in this RFP. This session will be held on Thursday, **May 28, 2009 from 9:00 a.m. to 12:00 p.m.** at the **South Broadway Cultural Center** at 1025 Broadway, SE. Attendance at this meeting is strongly encouraged but not required.

In addition, **written questions may be submitted** as to the intent or clarity of this RFP. All written questions must be addressed and e-mailed to Veronica Trujillo at vtrujil5@unm.edu no later than 5:00 p.m. MDT on June 8, 2009. All Offerors must provide a single point-of-contact in order to receive an official UNM response.

Written responses to the questions received will be distributed by UNM’s Purchasing Department as addenda to this RFP solicitation and will be placed on line under UNM’s LoboSource (web page <http://www.unm.edu/~purch/lobosource.html>), and will become part of this RFP file. **Note:** The questions and answers will not indicate any reference to the Offeror that submitted the question[s].

II. Scope of Services

The Pathways Project is patterned after the “Pathways Community Outcomes Production Model”, originally designed by a pediatrician, Dr. Mark Redding, in Ohio. The Pathways model focuses on community health navigators (Navigators) who have the ability to find the community’s most disconnected, at-risk residents, connect them with the appropriate resources, and follow their progress toward improved health outcomes.

Meaningful outcomes for the clients are reached by following a step-by-step approach (Pathways) for each of the needs, problems, or barriers that inhibit improved health for the client. Benchmarks are clearly recognized and documented that help the client move toward successful completion of each Pathway. While individual clients attain improved health as outcomes are met, common systems issues are also brought to light and result in stronger service coordination.

The Bernalillo County Pathways Working Group was formed in 2007 and defined its mission as:

- **Connecting** underserved county residents with health care and other support systems and assisting them as they navigate through it;
- **Coordinating** services for the underserved residents to achieve positive individual-level health outcomes;
- **Assuring** collaborative planning and improvement of our health care system.

Through a series of community planning meetings that occurred during 2008, long term, community-specific outcomes were identified and agreed upon as goals to attain through the Bernalillo County Pathways Project. These outcomes encompass four primary themes:

1. People in Bernalillo County will self report better health
2. People in Bernalillo County will have a health care home
3. Health and social service networks in Bernalillo County will be strengthened and user friendly
4. Advocacy and collaboration will lead to improved health systems

The aim of Pathways is to work with the most difficult-to-reach populations in Bernalillo County. Examples of difficult-to-reach populations include **low income, uninsured adults** who may be experiencing one or several of the following:

- Have multiple or complex unmet needs and reports feeling unhealthy
- Have had a minimum of one Emergency Room visit within the last year
- Currently homeless and not currently receiving services
- Urban off-reservation Native American not connected to or trusting of the currently existing resources in Bernalillo County
- Undocumented and/or limited-English proficient (LEP) immigrant who does not understand how to access existing resources and/or has run into barriers trying to navigate the system
- Hungry and averaging less than two full meals per day
- Any of the above who are parenting young children

The Offerors will be asked to demonstrate their capacity to work with these at-risk individuals by providing and supporting the Navigators, and describing how they intend to integrate the Pathways model into their existing organization's daily activities. In addition, successful Offerors should be aware that they will be participating in the 2-year, start-up phase of this Pathways model, and that their participation and relevant Pathways experiences will contribute to developing the best model for the following six years of implementation in Bernalillo County.

The University (Health Sciences Center Office of Community Affairs – OCA) will serve as the Project “Hub”, or central support system for those organizations funded through this Project. The responsibilities of the Hub are to:

- Maintain regular communication with the Navigators and their supervisors;
- Coordinate appropriate trainings that allow for continuing education opportunities for the Navigators, and to help them perform their roles to the best of their abilities;
- Confirms that pathways are completed and that there is no duplication of clients across Pathways partners;
- Assure that the Pathways are completed with quality and accountability;
- Collect and disseminate the data; and preparation of reports for the Community Advisory Council, UNM Hospital, the Bernalillo County Commission, and the general public.
- Provide ongoing support for the Navigators

The OCA reports to the Office of the Executive Vice President of the UNM Health Sciences Center (HSC) and to the HSC Community Advisory Council (CAC), which serves in an external advisory role to the UNM HSC on issues concerning the community. Subject to the reporting and oversight requirements set forth in the 2008 Mill Levy Memorandum of Understanding and the Program Memorandum of Understanding, the HSC CAC will provide advice and guidance to the UNM Hospital Board of Trustees and to the UNM HSC Office of the Executive Vice President on the design and implementation of the Pathways Program, and review and provide advice as to whether the program integrity is sustained.

On at least an annual basis, reports will be provided to the CAC, UNM Hospital, County and, subject to the reporting structure and process described below, to the general public. Consistent with the 2008 Mill Levy MOU, the University and the UNM Hospital will develop an assessment mechanism and reports that will be presented to the UNM Hospital Board of Trustees on at least an annual basis to determine the effectiveness of the Pathways Program. UNM Hospital Board of Trustees with input from the CAC will develop a plan of action with recommendations for the enhancement of the Program that will be presented to the Regents and the County Commission at their annual meeting.

For more information on the original Pathways model, the applicant can access:

- <http://www.innovations.ahrq.gov/content.aspx?id=2040>
- <http://www.chap-ohio.net/documents/PathwaysManual.pdf>

For information specific to the Pathways to a Healthy Bernalillo County Model, the applicant can access the OCA website after May 28, 2009 at:

- <http://hsc.unm.edu/about/community>

The UNIVERSITY anticipates available funding in the amount of \$650,000 per fiscal year (July thru June). **The award period will be from the time that the contract is signed by all parties, through June 30, 2010, and then renewed again through June 30, 2011 provided that the contractor performs satisfactorily in the first year.** The average award will range between \$40,000 and \$50,000 per year. No single entity will receive an award greater than \$55,000. Should the Offeror submit an application proposing a partnership with other organizations, a

maximum of \$45,000 can be requested per additional partner organization that will be receiving a subcontract.

There is no guarantee that the maximum amount will be awarded.

III. Terms of Payment

Successful Offerors will receive a monthly disbursement (50%) of the total award to support the Navigator role within your organization and assist with administrative costs specifically related to Pathways client-focused services. The remainder of the award (50%) will be paid on the basis of deliverable services (Pathways client benchmarks completed). Payment is made as the result of receipt of timely reports that document and evidence the satisfactory completion of Pathways client benchmarks. Invoices to the University should be submitted monthly. Payment for deliverables is also contingent upon timely submission of data or other documentation as required by the Office of Community Affairs (the Hub). Sample forms and required formats, which may include both paper and electronic submission, will be provided to all contractors by the Hub.

IV. Guidelines for Submission and Proposal Format

The submission of Proposals and format used must be organized to include, but not be limited to, the following information in addition to other requirements listed in this RFP. Please follow the proposal formatting recommendations below:

- Each proposal shall be typewritten;
- Use 1" margins on all sides;
- Pages shall be numbered sequentially from beginning to end;
- Please insert header or footer with organization's name or other identifier on every page;
- Use 8.5" x 11" white paper;
- Single spacing or 1.5 spacing preferred;
- Color print is not necessary;
- Minimum 12 point font must be used

Any tables, graphs, or figures included in a narrative section will be counted toward the page limit of that section. No item requested in a given narrative section may be included in an attachment or appendix. Please do not attach any additional items that are not specifically requested in this RFP; any such additions will not be shared with the independent review panel.

SUBMISSION OF COMPLETED PROPOSALS

Offerors must submit one clearly marked original, plus five (5) copies. Proposals should not be permanently bound, but each copy should be held together with a removable binder clip, fastener, or rubber band. All attachments must be provided with every copy submitted. No fancy binders or covers are required. The original Offeror proposal, with original signatures, should be labeled as "original". All copies, including the original, shall be submitted to:

Veronica Trujillo, Sr. Contract Specialist
The University of New Mexico
Purchasing Department
UNM Business Center
1700 Lomas, NE – Suite 2600

**MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001**

DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received at the above office location by 5:00 p.m. MDT on Monday, June 22, 2009.

All proposal materials must be complete and submitted in one package at the same time. No additional materials such as letters of collaboration may be provided separately or at a later time.

Any proposal received after that time may be rejected as not meeting the mandatory requirements of this Request for Proposals. Proposals delivered to any other office will not be considered as meeting the requirements.

SECTION IV EVALUATION CRITERIA

Proposal Response Format:

PROPOSAL CONTENTS AND WEIGHTED EVALUATION FACTORS

The following instructions should be used for development of the proposal and its narrative sections. A complete Proposal Checklist that illustrates all required components and attachments can be found in Appendix A.

This RFP requests detailed information about the applicant and proposed services, since the award of contracts will be based on criteria other than cost.

Proposals submitted to the UNIVERSITY must provide accurate information sufficient to describe the activities and expenditures to be supported by this proposal, and for the independent review panel to make a complete evaluation of the proposal. Therefore, the independent review panel, in its evaluation of proposals from eligible applicants, will assign the following weights to each of the factors below:

Using a scale of 100 points, we will use the factors referenced below to evaluate the proposals:

Section A - Abstract (1-page maximum) 0 possible points

Section B – Proposal Narrative (nine [9] page maximum) 80 possible points

Part 1 - Statement of Interest (1-page maximum)	10 possible points
Part 2 - Proposed Scope of Activities (5-page maximum)	45 possible points
Part 3 - Reporting/Performance Monitoring (1-page maximum)	15 possible points
Part 4 - Organization Description & Support (2-page maximum)	10 possible points

Section C – Proposed Budget 15 possible points

Part 1 – Budget	5 possible points
Part 2 – Budget Narrative/Justification	5 possible points
Part 3 – Proposed Staffing Plan	5 possible points

Section D – Proposal Completeness 5 possible points

Guidelines for the Proposed Narrative

The following information describes the sequence in which each section of the application should be written. Please follow this sequence in your proposal. There are page number limitations for certain sections, which the Offeror should adhere to. An outline with all of this information is also listed in Appendix A-Proposal Checklist.

A. Contact Information Page

1. Name, address, e-mail address, telephone and facsimile numbers of the Offeror;
2. Name, title, e-mail address, and telephone number of the primary contact of the Offeror;
3. A signature of the Offeror or of an officer/employee who certifies that he/she has authority to agree to the award;
4. A signed statement (see Appendix F) that if the Offeror is awarded the contract, they will comply with the contract Terms and Conditions as set forth in this RFP.

B. Table of Contents

Please include a Table of Contents with reference to sections, appendices, and page numbers.

Section A – Abstract

A maximum of one (1) page abstract summarizing the proposal must be included. This should contain a brief description of the organization, information on clients served, what type of activities are being proposed, organizational ability to implement activities, and how the data will be collected and reported. The abstract should also indicate the amount of funding being requested. (NO POINTS)

Section B – Proposal Narrative

Note: This section is limited to no more than nine (9) pages of narrative (80 POINTS)

Special Requirements

Please note the following special requirement that is specific to Pathways interventions.

The Offeror must demonstrate in the proposal that they will find and serve low income, uninsured adults who are at high risk and not well-connected to services in Bernalillo County; and who meet Project definitions based on a Risk Score assessment instrument that will be provided to all successful Offerors prior to implementation. Examples of these persons are listed on Page 16 of Section II in this RFP.

Part 1 - Statement of Interest (1-page maximum)

The proposal must include a Statement of Interest that contains, at a minimum, the following:

- The Offeror's purpose for applying for Pathways funding, including participation in the 2-year start-up phase;
- Capacity of the organization to support the Pathways model, including linguistic and cultural competency of the staff working with the proposed client population;
- Location or venue for identifying Pathways clients and how they will be recruited/accessed for the proposed Pathways activities;
- Clear description of the proposed client population to be served;
- Geographic service area and any special characteristics unique to this service area;
- Relationship of the client population to the Offeror's community health navigators [Navigator] and organizational mission (please include any prior success in working with this population)

Part 2 - Proposed Scope of Activities (5-page maximum)

As mentioned on page 16, the aim of the Pathways model for Bernalillo County is to work with the most difficult-to-reach populations and connect them to community resources based on the Pathways process identifying risk and need. Each Pathway is a strategy for effectively and appropriately serving the client and helps build trust and connect clients with other, more comprehensive resources. A set of benchmarks (Pathways) are defined for each client that when completed, should result in achieving a meaningful outcome for the client (see several sample Pathways located in Appendix G).

In the initial start-up phase, the benchmarks (Pathways) will already be established for the Navigators, however throughout these first couple of years, there will likely be many adaptations to these Pathways based on the first-hand experiences of the Navigators working in the field.

The Scope of Activities can be broken down into 5 primary components:

- a) Client Services
- b) Documentation & Data Collection
- c) Community Collaboration
- d) Proposed Staffing and Support Systems
- e) Assessing Systems Effectiveness

In this Scope of Activities, the Offeror will need to clearly describe its plan to address the following 5 components:

a) Client Services

In this Part a, the Offeror should explain their proposed processes for:

- i. Identification and recruitment of clients for Pathways interventions, and how they will be retained throughout the Pathways process
- ii. Anticipated number of individuals to be engaged in the Pathways Project
- iii. Assessing client needs, setting priorities, and identifying anticipated barriers
- iv. Description of how the community health navigator will establish a trust-based relationship with the client
- v. Developing a plan of care coordination and referrals to appropriate partner organizations, including, but not limited to, the Advanced Medical Home at a UNM Hospital facility.

The UNM Hospital has developed an Advanced Medical Home model, which is designed to improve the quality of care being provided in clinics through patient-centered, physician guided, cost-efficient and longitudinal care, and has these key attributes:

- Care is evidence-based
- Care is organized – structure according to the Chronic Care Model
- Care is Integrated

The model focuses attention and resources on prevention as well as chronic and intensive disease management by striving to bring all patients back to a state of wellness.

b) Documentation & Data Collection

- i. Document client demographics and Pathways benchmarks
- ii. Assure complete confidentiality of all client data per the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule (for more information on HIPAA, refer to: <http://www.hhs.gov/ocr/privacy/index.html>)
- iii. Description of Offeror's organizational capacity and current system/methods used in collecting specific client level data, how that data is (or will be) kept confidential, and how it is (or will be) reported to the OCA (Hub)
- iv. Document number of referrals made using the New Mexico Resource Inventory (for more information, refer to: <http://resourcesnm.org/main/index.php>)
- v. Careful documentation of activities in the Pathways database and effective tracking of client progress toward completion of the defined Pathways
- vi. Documentation of systems barriers encountered.

c) Community Collaboration

The public's health is best enhanced by working through community partnerships and appropriate policy development. This range of activities includes initiatives and relationships with substance use treatment programs, behavioral health providers, primary care providers, and others involved with serving Bernalillo County's most disenfranchised residents. **The Offeror must include mechanisms in place or to be instituted which will track the number of referral(s) internally or to other agencies, that are actually completed; for example, a referral tracking card which is returned to the Navigator showing that an individual has accessed the referral.**

The Offeror should describe:

- i. How the Navigator will coordinate and follow-up with other health and social service organizations in Bernalillo County to maximize client accessibility to resources;
- ii. Collaborative interactions with partner organizations, health & social service provider agencies, and with the UNM Hospital and/or Health Sciences Center;
- iii. Offeror's current collaborative activities among private and public entities, including coordination, referral, and/or other linkages maintained, and brief description of how these relationships will be continued and how new relationships will be established;
- iv. Please describe your plan to collaborate with other community-based and/or Pathways-funded organizations and advocacy groups in an effort to address systems barriers and ultimately improve the health care system in Bernalillo County;
- v. The proposal must include a minimum of three (3) Letters of Collaboration from peer organizations with whom you have worked in the past, and who may serve as part of the Pathways referral network, regardless of whether they receive Pathways funding. The Letters should be included and labeled in Appendix B and will not go against the 5-page limit.

d) Proposed Staffing and Support Systems

The proposal must contain a clear and detailed description of the proposed staffing and support systems in place to implement these Pathways interventions. The Offeror shall include:

- i. Name[s] of the Navigator[s] and her/his direct supervisor, and include (in Appendix E) description of their qualifications

- ii. Cultural capacity and expertise of the current or proposed staff to serve the proposed Pathways client population, including expertise/experience with ethnic/racial groups to be served
- iii. Organizational capacity to competently deliver the Pathways interventions in a client-centered and culturally responsive manner
- iv. Offeror organization's policies and procedures to ensure adequate training, support, and supervision of staff. If volunteers will be used, please describe plans for recruitment, training, and retention.

e) Assessing Systems Effectiveness

Undoubtedly, as the community health navigators implement the Pathways model and refer clients to appropriate services, they will encounter systems barriers that will inhibit completion of certain Pathways and more importantly, the client's health and well-being.

If applicable, please describe the applicant's past experiences with systems barriers and strategies that they have used to overcome these barriers. How are these barriers documented, and what has the applicant done to improve the system?

Part 3 - Reporting/Performance Monitoring (1-page maximum)

The Offeror may propose a start-up phase that could include staff training, establishing a method for sound data collection, plans for client recruitment, and becoming familiar with potential community resources in general; including the New Mexico Resources Inventory.

All funded contractors will be required to attend an initial 2-day training at the beginning of the contract period; monthly Pathways meetings with the Office of Community Affairs (OCA-also known as the Hub); quarterly community meetings with the OCA, the UNM Health Sciences Center Community Advisory Council (CAC), and interested community members; and ongoing trainings developed based on the needs identified throughout the Pathways implementation start-up phase. Additionally, the contractor is required to maintain timely and ongoing data collection, performance monitoring (e.g. are the Navigators working with the most difficult-to-reach clients?; are the clients completing the Pathways and achieving meaningful health outcomes?; etc.), and reporting of all Pathways activities. In this section, the Offeror should:

- Describe past performance in complying with other funding sources' reporting and data collection requirements
- Describe Offeror processes for oversight of staff performance
- Sign the Statement of Commitment to collaborate with the Hub and the Pathways Evaluation Team in analyzing the data and measuring the effectiveness of the interventions in achieving meaningful health outcomes (Appendix F)

Part 4 - Organization Description & Support (2-page maximum)

The Offeror should include in this section current social and/or health-related services that are provided and demonstrate how the organization's history strengthens its ability to perform the proposed scope of work. This documentation should include past and current relevant

experience and indications of the organization's stability and ability to perform the work as outlined in the proposal.

The Offeror shall describe how they intend to utilize the New Mexico Resources Inventory (<http://resourcesnm.org/main/index.php>) regarding the service referrals and include a list of current referral organizations utilized. All successful Offerors will be required to register their organization on this web-based site.

The Offeror must include all of the following attachments in this section. These attachments will not go against the 2-page limit for this Part 4.

Page <u>29</u>	Signed Title Page Form (Section VI-page 29)
Pages <u>30-35</u>	Assurances Forms (see Exhibits A, B, & C)
Page <u> </u>	Organizational Chart
Page <u> </u>	Current Roster of Board of Directors and/or Advisory Board, if applicable
Page <u> </u>	If applicable, copy of proof of registration with the NM Department of Taxation and Revenue for the payment of gross receipts tax pursuant to Section 501 (c)(3) [Appendix D]
Page <u> </u>	Federal Tax Identification Number – Form W-9 [Appendix E]

Section C – Proposed Budget

This section should reflect the organization's financial capability to perform the services as described in the application. For this section, points will be assigned for the budget (5 points), budget narrative/justification (5 points), and proposed staffing plan (5 points). (15 POINTS)

Part 1 – Budget

Fifty percent (50%) of the total award is to support the Navigator role within your organization and assist with administrative costs specifically related to Pathways client care coordination. For this portion of the award, the Offeror shall invoice at a monthly 1/12 drawdown. Examples include Pathways-supported staff, benefits, training and other applicable overhead expenses.

The remainder of the award (50%) will be paid on the basis of deliverable services, or, Pathways client benchmarks completed. The Pathways Design Team has established the following formula for deliverables based on an anticipated annual caseload of fifty (50) clients:

\$150 per Pathways client for initial Risk Scoring Assessment
 \$125 per client for completion of defined intermediate benchmarks on each Pathway
 \$150 for completion of each Level 1 (less complex/time consuming) Pathway
 \$300 for completion of each Level 2 (more complex/time consuming) Pathway

It is anticipated that the Navigators will identify multiple Pathways with their clients. In order to assure that the Project is assisting as many clients in Bernalillo County as possible, a maximum amount per client will be established.

Note: The Pathways Hub will clearly explain this funding formula to all successful Offerors during the initial 2-day Training and Orientation.

A working group is in the process of designing the Pathways outcomes and intermediate benchmarks and these will all be established by the time that the contract period begins. As mentioned earlier in this RFP, once the Navigators begin to implement these Pathways, it is expected that based on their experiences, modifications will need to be made to some or many of these Pathways.

The proposal must include a detailed budget indicating specific expenditures that link with the described Pathways interventions. The budget must be fully justified in terms of described area needs and the proposed project and the invoices submitted will be required to provide a detailed breakdown of all expenditures each month. The scores will be assigned based on the persuasiveness that this is the best way to spend the money to achieve the desired results.

Part 2 – Budget Narrative/Justification

The Budget Narrative/Justification should describe in detail the Offeror's current and proposed processes and procedures for managing their budget, submitting monthly invoices, and reconciling expenditures against the deliverable amounts proposed.

Part 3 – Proposed Staffing Plan

Please describe the proposed staffing to be funded in support of this proposal. Indicate the level of training of the proposed staff person[s] who will be assigned to Pathways. Provide a brief job description for each position, the amount of time to be devoted to the project and the rate of pay for each position. Indicate how these positions fit into the Offeror's organizational chart. **Please include in Appendix E, qualifications of key personnel (to include persons responsible for data collection and reporting) to be funded under this award.**

Section D – Proposal Completeness

The Offeror's organization, in terms of the degree to which the proposal is responsive to all sections of the Request for Proposals will be scored. The proposal should contain clear and specific descriptions of the service area, special population needs, current services offered, proposed action plan, and a detailed proposed budget and justification. Enough information must be presented for the independent review panel to make a complete evaluation of the proposal. (5 POINTS)

POINT TOTAL = 100 POINTS

Proposals should be organized in a format that promotes an easy and clear evaluation of the Offeror's organizational ability to integrate the Pathways model into their organizational mission and implement Pathways activities to Bernalillo County's most difficult-to-reach populations. It is important that the structure of the proposal submitted follows the Request for Proposals' (RFP) outline so that the RFP and the proposal itself can be cross-referenced during the evaluation process. Likewise, information in the proposal should be presented in the same order as the provisions of the Request for Proposal, referencing sections of the RFP on any and all attachments included in the proposal submission.

Proposals will be evaluated by an independent review panel and based upon the weighted evaluation factors described in Section IV, recommendations will be forwarded to the UNM HSC Office of the Vice-President, who has final decision-making responsibility for all awards funded. It is the UNIVERSITY's intent to award contracts based upon the response to this RFP. However, the UNIVERSITY reserves the right to cancel this Request for Proposals or to reject any or all proposals in whole or in part. Proposals will be prioritized and funding allocated based upon which proposals are determined by review to be most advantageous to the needs of Bernalillo County in implementing the Pathways model for specific disenfranchised populations throughout the County. All contracts resulting from this RFP must be approved by the Board of Regents or designee before becoming effective unless otherwise exempted from the Procurement Code.

Once an award is offered and accepted, a contract will be prepared by the UNIVERSITY for the work described in the proposal. Any Offeror receiving an award shall comply with all applicable federal and state laws, rules and regulations, as well as established UNIVERSITY policies and procedures in providing services. See Exhibit D – Sample of Resultant Contract.

SECTION V RFP SCHEDULE

RFP Issued	05/20/09
Pre-proposal conference (9:00 a.m. to 12:00 p.m.)	05/28/09
Deadline for electronically submitted questions	06/08/09
RFP responses (proposals) due by 5:00 p.m. MDT	06/22/09
Projected Announcement of Awards	07/15/09
Projected Start Date	08/03/09

*Offerors' Questions Regarding RFP – All questions including technical questions regarding the RFP must be submitted electronically and should be e-mailed to ytrujil5@unm.edu by 5:00 p.m. MDT on June 8, 2009. All applicants must provide a single point-of-contact in order to receive an official UNM response.

The response to the written questions and any modifications and/or clarifications will be placed on-line under LoboSource at: <http://www.unm.edu/~purch/lobosource.html>, as an addenda and will become part of the RFP file. The questions and answers will not indicate any reference to the Applicant that submitted the question[s].

Pre-Proposal Conference

The Office of Community Affairs will hold a Pre-Proposal Conference to review the terms and procedures and to clarify material presented in this Request for Proposals. This session will be held on Thursday, May 28, 2009 **from 9:00 a.m. to 12:00 p.m.** at the **South Broadway Cultural Center** at 1025 Broadway, SE. Attendance at this meeting is strongly encouraged but is not required.

Anyone with a disability who is in need of a reader, amplifier, sign language interpreter or other form of auxiliary aid or service to participate in the conference may contact Daryl Smith at (505) 272-0823. Public document including the RFP can be provided in various accessible forms. Contact Daryl Smith if a summary or other type of accessible form is needed.

Submission of Proposals must be sent to:

Veronica Trujillo, Sr. Contract Specialist
The University of New Mexico
Purchasing Department
UNM Business Center
1700 Lomas, NE – Suite 2600
MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001

SECTION VI

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

SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM (INCLUDED). 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 _____ Addenda No. _____ Dated _____

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

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT A

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors 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 contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
 - (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____ Telephone: _____

Street Address: _____ County: _____

City: _____ State & Zip: _____

Is this firm a (please check): ☐ Division ☐ Subsidiary ☐ Affiliated? Primary NAICS Code: _____

If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

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

Please return this form to:

The University of New Mexico
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.

THANK YOU FOR YOUR COOPERATION

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)

Signature and Title of Individual Completing Form:

Date _____

EXHIBIT B

Conflict of Interest-Debarment/Suspension Certification Form
THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$20,000 OR GREATER

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 (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any University of New Mexico employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, 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 Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor 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 vendor agrees to provide immediate notice to The University of New Mexico 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 quote 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 vendor 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) 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
- 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 vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/Zip: _____

EXHIBIT C

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

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

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The contractor 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.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor 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

SUBCONTRACTOR'S AND SUB CONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub contractor 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 subcontractors of sub subcontractors in the Contractor'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 Contractor 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 D
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made this _____ 2009, between The Regents of The University of New Mexico (“UNM”), a constituent institution of the State of New Mexico, and _____ with its principal office located at _____ (“Vendor”).

Recitals and Agreements. UNM is in need of consulting services for a project to provide services as set forth in this Agreement. The Vendor has been awarded this contract to provide services to UNM upon the terms and conditions set forth herein, and the Vendor is willing to undertake the work upon such terms and conditions. The Vendor represents and warrants that the Vendor is professionally qualified to render the professional services required by UNM and possess any licenses and/or certificates required under state or federal law to perform the services required under this Agreement. The Vendor warrants that UNM’s Conflict of Interest and Debarment/Suspension Certification Form has been accurately completed by Vendor. If the work to be performed under this Agreement is funded wholly or in part by the federal government, Vendor represents and warrants that neither Vendor nor any employee of Vendor nor any sub-contractor of Vendor are employees of the funding agency.

NOW, THEREFORE, UNM and the Vendor further agree as follows:

1.0 PROFESSIONAL SERVICES.

1.1 The Services. The Vendor shall perform those services (the “Services”) described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included at this time, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Vendor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services.

1.2 Services Fee. The fee for the Vendor’s professional services is \$_____.

1.3 Project Coordinator. The _____ will designate a staff member to act as coordinator (Project Coordinator) between UNM and the Vendor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Vendor should be directed to the Project Coordinator and also to any other UNM personnel designated by the Project Coordinator. Direct contact or communication by the Vendor with other UNM offices or any other state or governmental entity concerning the Project shall be made only with the prior knowledge and approval of the Project Coordinator.

1.4 Consulting Team. The professional consulting team for the Project shall be the same team identified in the Vendor’s submittal responding to UNM’s solicitation unless (a) a change is requested by the Vendor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Vendor shall make an appropriate substitution, subject to UNM’s approval, and notify UNM in writing. Major changes in the Vendor’s organization or personnel (other than the consulting team) shall be reported to UNM in writing as they occur.

1.5 Entire Agreement. All terms and conditions of UNM’s solicitation, any amendments thereto and Vendor’s response are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Vendor for changes in the solicitation or the terms and conditions of the contract are not binding upon UNM and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UNM.

2.0 PRESS RELEASES.

Neither the Vendor nor any member of the Consulting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from the Project Coordinator.

3.0 MONTHLY PROGRESS REPORT AND SCHEDULES.

3.1 Progress Reports. The Vendor will be required to submit periodic progress reports to the Pathways Program Manager with the frequency of these reports to be determined based on Program Manager reporting requirements.

3.2 Progress Report Details. Each report shall include a summary of accomplishments during the specific time period defined by the Hub along with a detailed description of completed Pathways benchmarks and client progress. Additional reporting information will most likely be required by the Pathways Hub and Evaluation Team as the Project progresses.

3.3 Continuation of Reports. Reports and a schedule shall be submitted until the Project is completed.

4.0 PAYMENTS.

4.1 Payment Requests. Payment requests (invoices) shall be sent to a UNM Office to-be-determined before the actual contract is ready for signature.

4.2 Invoice Details. Invoices may be presented at the beginning of each month covering services and/or expenses incurred during the previous month. A standard invoice will be developed by the Office of Community Affairs that will require a specific breakdown of expenditures based on the 50% administrative costs and 50% deliverables.

4.3 Payment Dispute. No invoice will be processed if there is a dispute between UNM and the Vendor as to the current or cumulative services provided.

4.4 No Waiver. UNM’s approval of periodic payments if any, to the Vendor shall not constitute, in any sense, approval or acceptance by UNM of the Project work performed through the date of the invoice or of the Vendor’s assertion of the percentage of the Project work completed through the date of the invoice.

4.5 Degree of Completion. When required by UNM to substantiate the degree of completion claimed in any application for periodic payments, the Vendor shall furnish UNM with copies of the documents evidencing the degree of completion claimed.

- 4.6 Vendor Certification of Payment to Subcontractors.** Upon all applications for periodic payments, excepting only the first such application, the Vendor shall certify in writing to UNM under penalty of perjury, that all subcontractors to the Vendor whose work comprised a portion of the prior application for periodic payment were paid in full within ten (10) days after Vendor received payment from UNM for such prior application.
- 4.7 Additional Invoice Detail.** All Vendor invoices to UNM shall reference the UNM's purchase order number.
- 4.8 Abandonment of Project by UNM.** Should the Project be abandoned or curtailed or should UNM cancel this Agreement at any time, the Vendor shall be paid a proportionate part of the compensation due and payable to it based upon the proportion of the Project completed as of the termination of work hereunder. Notice of abandonment, curtailment or cancellation may be oral, but shall be confirmed in writing within 30 days by UNM, at which time the Vendor shall immediately file with UNM the final date of the professional services performed and a final progress report. If payments have exceeded the proportion of Project work completed, a refund shall be due UNM.

5.0 PROJECT REVIEW MEETINGS.

If so requested by the Pathways Program Manager, the Vendor shall meet as soon as possible after execution of this Agreement with the Program Manager and other UNM staff to discuss final details relative to commencement of and performance of this Project.

6.0 OWNERSHIP OF DOCUMENTS.

- 6.1 Ownership of Document.** All documents which are prepared by the Vendor or any member of the consulting team that form a part of its services under this Agreement shall be delivered to UNM upon termination of this Agreement if UNM so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UNM shall receive all original drawings and the Vendor shall retain a reproducible copy.
- 6.2 Work Made for Hire.** For the consideration payable under this Agreement, the work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNM, shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNM 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 Agreement to UNM.
- 6.3 Inventions.** For the consideration payable under this Agreement, the Vendor agrees to report any invention arising out of the Work required by this Agreement to UNM. UNM 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 Vendor or member of the consulting team as part of the performance of Work. The Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNM and agrees to execute and deliver

all documents and do any and all things necessary and proper to effect such assignment. Vendor 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 this Agreement to UNM.

- 6.4 Survival of Provision.** This provision shall survive expiration and termination of this agreement.

7.0 ADMINISTRATION PROVISION AND TERMS REQUIRED BY STATE PURCHASING CODE.

- 7.1 New Mexico Law.** The laws of the State of New Mexico shall govern the interpretation and enforcement of this Agreement.
- 7.2 Termination for Convenience.** UNM may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The provisions of the UNM Purchasing Policies and Procedures hereunder, including the determination of rights and obligations of the parties, shall govern termination.
- 7.3 Termination for Default.** When the Vendor has not performed or has unsatisfactorily performed the Agreement, payment shall be withheld at the discretion of the UNM. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the Agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination. The provisions of UNM Purchasing Policies and Procedures hereunder, including the determination of the rights and obligations of the parties, shall govern termination.
- 7.4 Changes.** This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.
- 7.5 Disputes.** This Agreement shall be subject to UNM Purchasing Policies and Procedures. Pending resolution of a claim, the Vendor shall proceed diligently with the performance of the Agreement in accordance with the UNM Purchasing Director's decision.
- 7.6 Suspension of Work.** The UNM Purchasing Director unilaterally may order the Vendor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate.
- 7.7 Delays and Extension of Time.** The Vendor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Vendor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Vendor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from

unforeseeable causes beyond the control and without the fault or negligence of either the Vendor or the subcontractors or suppliers.

- 7.8 Nondiscrimination in Employment.** The Vendor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

8.0 INDEMNIFICATION AND INSURANCE.

- 8.1 Indemnification.** Vendor 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 Vendor or the performance of the work by Vendor, its agents, employees, subcontractors or Vendors, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Vendor shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, claims and judgments, including court costs and attorney's fees, which may arise out of Vendor's performance of services. Vendor 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 Vendor. The liability of the University of New Mexico shall subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-41-1 et seq, NMSA 1978, as amended.

- 8.2 Insurance.** Vendor will procure and maintain during the life of this contract, Professional Liability Insurance in an amount not less than \$1,000,000 each occurrence. The insurance coverage will not be canceled or materially changed except after thirty (30) days written notice has been provided to UNM. Vendor will furnish the UNM copies of Certificates of Insurance showing coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by Vendor. Said coverage will be maintained for a period of three years after the date of final payment hereunder.

9.0 CERTIFICATION.

The University of New Mexico Supplier Conflict of Interest and Debarment/Suspension Certification Form has been signed, as appropriate, and is included as part of this Agreement.

10.0 INDEPENDENT CONTRACTOR STATUS.

- 10.1 Independent Contractor.** It is expressly understood that Vendor is an independent contractor and not the agent, partner or employee of UNM. Vendor shall have complete charge and responsibility for persons employed by Vendor and engaged in the performance of the specified work. Neither Vendor nor any of its agents shall be treated as an employee of UNM for any purpose whatsoever. Vendor declares that Vendor 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 this Agreement. Vendor further declares that it is engaged in the same or similar activities for other clients and that UNM is not Vendors's sole or only client or customer.

10.2 Tax Withholding. No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by UNM with respect to payments to or on behalf of Vendor, its agents or employees. Vendor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of 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 Vendor is not a corporation, Vendor further understands that Vendor may be liable for self-employment (social security) tax, to be paid by Vendor according to law.

11. ENTIRE AGREEMENT. This Agreement, with its incorporated exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writing. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality.

12.0 SEVERABILITY. All terms of this Agreement are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

13.0 ASSIGNMENT. Vendor may not assign the rights or obligations under this Agreement without UNM's prior written approval.

14.0 NOTICES. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Vendor:

To UNM:

15.0 TERM. The professional services to be provided by Vendor under this Agreement shall commence not later than _____, and be completed by _____. Time is of the essence in this Agreement. This term may be extended beyond such completion date if UNM agrees to the extension in writing.

16.0 CONFIDENTIALITY OF INFORMATION. Confidential information provided by UNM to Contractor shall not be disclosed by Contractor, its officers, employees or agents, to any third party, without the express written consent of UNM.

17.0 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.

18.0 PENALTIES. The Procurement Code, Section 13-1-28 et 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.

This Agreement incorporates by reference, RFP No. 1284-9, in its entirety, Vendor's response to that RFP and UNM's Purchase Order No. _____. (Use this statement when appropriate. If not applicable, strike it.)

BY SIGNING BELOW, THE VENDOR CERTIFIES THAT HE/SHE IS AUTHORIZED TO OBLIGATE HER/HIS FIRM TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

**The Regents of the University of
New Mexico:**

Vendor:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

 X This contract is not a federally funded project.

 This contract is a federally funded project and the attached DFAR clauses apply.

APPENDIX A

PROPOSAL CHECKLIST

SECTION A. ABSTRACT

Note: This section is limited to one (1) page. (0 POINTS)

Page 21 Abstract

SECTION B. PROPOSAL NARRATIVE (80 POINTS)

Note: This section is limited to no more than nine (9) pages of narrative.

Page 21 Part 1 - Statement of Interest ***[limited to one (1) page]*** (10 points)

Page 22 Part 2 - Proposed Scope of Activities ***[limited to five (5) pages]*** (45 points)

- a) Client Services
- b) Documentation & Data Collection
- c) Community Collaboration
- Letter(s) of Collaboration from peer organizations (Appendix B)
- d) Proposed Staffing and Support Systems
- e) Assessing Systems Effectiveness

Page 24 Part 3 – Reporting & Performance Monitoring ***[limited to one (1) page]*** (15 points)

Page 24 Part 4 – Organization Description & Support ***[limited to two (2) pages]*** (10 points)

Required Forms for this Section (Note: These do not go against two-page limit):

Page 30-42 Assurances Form (see Exhibits A thru D above – Note: D does not require signature)

Page _____ Organizational Chart

Page _____ Roster of Board of Directors, and/or Advisory Board, if applicable

Page _____ If registered non-profit organization, please include a copy of proof of registration with the NM Department of Taxation and Revenue pursuant to Section 501 (c) (3).

SECTION C. PROPOSED BUDGET (15 POINTS)

Page <u>25</u>	Part 1- Budget (5 points)
Page <u>26</u>	Part 2 - Budget Narrative/Justification (5 points)
Page <u>26</u>	Part 3 - Proposed Staffing Plan (5 points)
Page <u>26</u>	Qualifications of key personnel (Appendix E)

SECTION D. PROPOSAL COMPLETENESS (5 POINTS)

Page 26

The following required forms are attached to this RFP.

Section VI	Signature Page/ Acknowledgment of Addenda (<i>requires signature</i>)
Exhibit A:	Small & Small Disadvantaged Business Certification (<i>requires signature</i>)
Exhibit B:	Conflict of Interest Certificate Form (<i>requires signature</i>)
Exhibit C:	Insurance Requirements (<i>requires proof of insurance</i>)
Exhibit D:	Sample Services Agreement
Appendix F:	Signed Statement of Commitment to participate in development phase of Pathways To a Healthy Bernalillo County Project (<i>requires signature</i>)

The following should be included in the Appendices B thru E.

Appendix B:	Three (3) Letters of Collaboration from peer organizations
Appendix C:	Copy of proof of registration with the NM Department of Taxation and Revenue for the payment of gross receipts tax pursuant to Section 501 (c)(3) – if applicable
Appendix D:	Federal Tax Identification Number-Form W-9
Appendix E:	Description of staff qualifications

APPENDIX F

University of New Mexico Health Sciences Center Office of Community Affairs Statement of Agreement

We, _____, agree if funded to implement the “Pathways
Name of Organization
To a Healthy Bernalillo County”, to fully participate in all aspects of the development of the
Pathways Project, including:

- Attempting to identify and recruit into Pathways Bernalillo County’s most disconnected and difficult-to-reach residents;
- Representation at monthly meetings with the Office of Community Affairs (OCA);
- Representation and occasional presentations at quarterly meetings with the Community Advisory Council (CAC), OCA, and other interested members of Bernalillo County;
- Sharing of aggregate and non-medical client data with other Pathways-funded partners, the OCA, and the Evaluation Team;
- Documentation and timely data collection for all Pathways-related activities;
- Collaboration and partnership with the Pathways Evaluation Team;
- Adherence to all HIPAA policies around client confidentiality;
- Identification of and communication to CAC, the OCA, UNM, and Bernalillo County officials of systems barriers that inhibit positive health outcomes; and
- Manage Pathways funding to assure accountability of all expenditures.

Person with Signature Authority

Print Name of Person

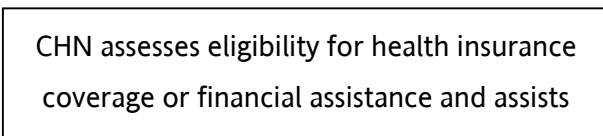
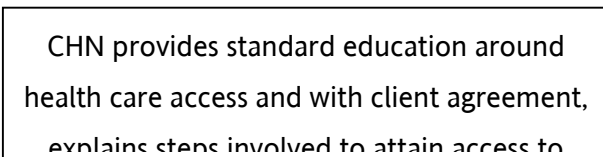
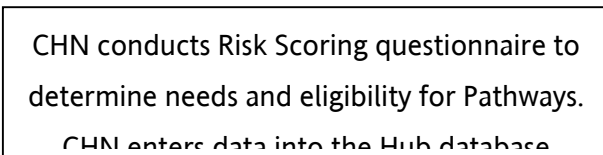
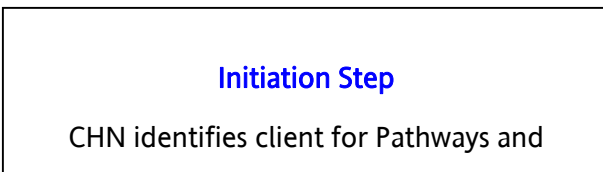
Title

Date

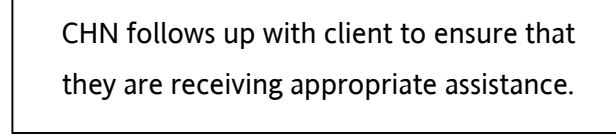
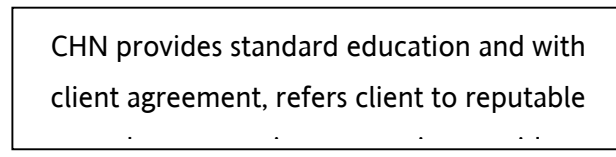
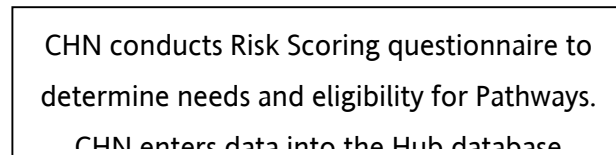
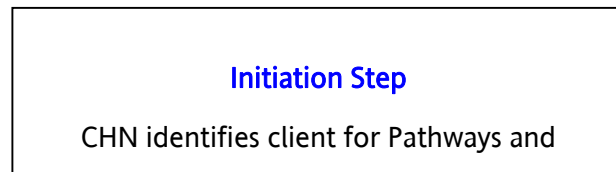
**APPENDIX G
SAMPLE PATHWAYS
-DRAFT-**

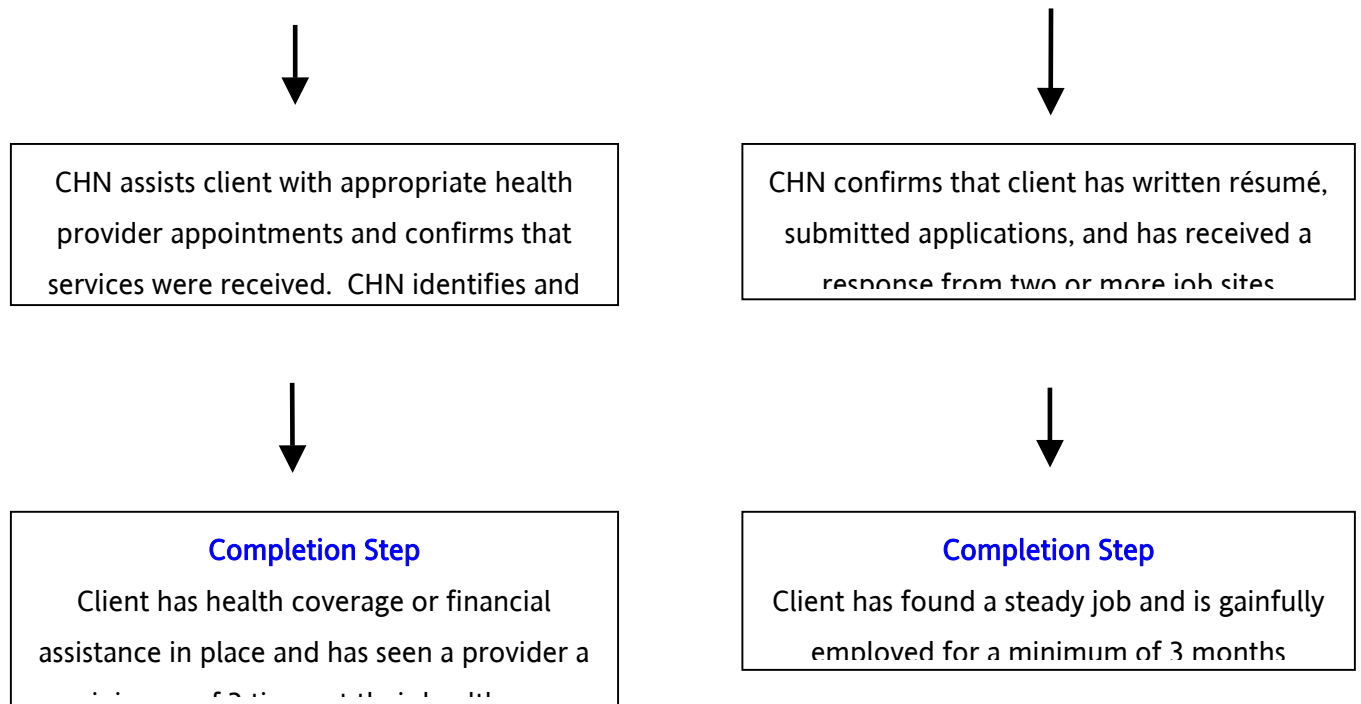
Health Care Access Pathway

Pathway



Employment





CHN = Community Health Navigator
 Hub = UNM HSC Office of Community Affairs