

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (“REGENTS”), for its public operation known as the **UNM HEALTH SCIENCES CENTER,** specifically **UNM HOSPITAL, (“UNMH”)**

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

ISSUANCE DATE: April 14, 2023

**RFP P484-23 HEALTH SYSTEM FUNDS FLOW AND UNM SCHOOL OF MEDICINE
CLINICAL FACULTY COMPENSATION**

PROPOSAL DUE DATE/TIME: 4:00 PM MOUNTAIN TIME ON THURSDAY, APRIL 27, 2023.

OFFEROR PROPOSALS MUST BE RECEIVED AT THE ADDRESS ABOVE FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN THE DUE DATE AND TIME REFERENCED ABOVE.

Any proposal received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. All information must be entered in ink or typed and corrections must be initialed. Proposals must be in a sealed envelope and must be clearly marked with the RFP number and submission deadline (as listed above) in the lower left-hand corner.

1. **Requests for Clarification:** Offerors should submit requests for clarification no later than Thursday, April 20th, 2023.

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

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

Name: Gary Prosocki
Title: Procurement Specialist
Telephone: 505-227-1375
E-mail: gprosocki@salud.unm.edu
Address: see above

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

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SECTION I. INTRODUCTION AND GENERAL INFORMATION

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

It is intended that this RFP will result in UNMH entering into a contractual agreement with one or more successful Offeror(s), for an **Initial Contract Term of up to four years** with renewal upon mutual agreement for additional terms, as provided for in NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract performance by the Contractor, as determined by UNMH. The UNMH must approve all contract renewals, amendments and adjustments.

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

1.2 Requirements. For purposes of this RFP:

1.2.1 “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP and NMSA 13-1; and

1.2.2 “should”, “could” and “may” indicate that the requirement is discretionary.

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

1.3.1 Only the Procurement Specialist is authorized by the UNMH to amend or waive the requirements of the RFP pursuant to the terms of this RFP;

1.3.2 Offerors should not contact any of the staff at UNMH, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;

1.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, UNMH employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and

1.3.4 UNMH, UNMH employees and UNMH agents shall not be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.

1.4 Information

1.4.1 Offeror to Review. The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

1.4.2 Offeror to Notify. If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror’s Proposal.

1.4.3 Offerors shall not claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 1.4.1 Offeror to Review were present with

respect to this RFP; or hold any staff of UNMH liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

1.5 Clarification and Questions

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

- 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
- 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 1.5.1.4 Submitting all requests for clarification no later than the date set forth on the cover page of this RFP.

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

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

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

1.8 Clarification of Offeror's Proposal

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

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

- 1.9.1 Verify any Offeror statement or claim by whatever means the UNMH deems appropriate, including contacting persons in addition to those offered as references, and to reject any

Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or

- 1.9.2 Access the Offeror's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability; and
- 1.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to UNMH verifying such information.

SECTION II. PROPOSAL COPIES AND FORMAT

2.1 Number of Responses and Copies

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

- 2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP P484-23 HEALTH SYSTEM FUNDS FLOW AND UNM SCHOOL OF MEDICINE CLINICAL FACULTY COMPENSATION Proposal - One (1) ORIGINAL, Two (2) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPIES shall be in separate labeled binders. The proposal can NOT be emailed.**
- 2.1.2 Electronic Copies - **The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,). The electronic version can NOT be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.**

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

2.2 Proposal Format

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

2.2.2 Proposal Content and Organization

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

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

b. Facility Support

D. Exhibits

1. Resident Veterans Certificate (Exhibit C) (If Applicable)
 2. Small & Small Disadvantaged Business Certification (Exhibit E)
 3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit F)
 4. Insurance Requirements (Exhibit G)
 5. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910) (Exhibit H)
 6. Cost Proposal (Exhibit I)
 7. Sample Agreement (Exhibit J)
- E. Offeror's Additional Terms and Conditions (if applicable)
- F. Other Supporting Material (If applicable)

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

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

SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS

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

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

3.1.2 New Mexico Resident Veterans Business Preference If the Offeror has completed the Resident Veterans Certification Form 10% Preference Points will be applied if less than \$3M (prior year revenue)

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

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

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

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

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

3.6 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit H**.

SECTION IV. REQUEST FOR PROPOSAL GENERAL TERM AND CONDITIONS.

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

Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNMH and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

UNMH reserves the right to reject any proposal that does not meet the terms and conditions of the request for proposal. It further reserves the right to accept or reject any modifications to the terms and conditions if it is in the best interest of the UNMH to do so.

1. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
2. **APPROPRIATION.** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNMH.
3. **ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.
4. **AWARDS – MULTIPLE.** The University reserves the right to make multiple awards to primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
5. **PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal may be for a term of years as provided for in NMSA 13-1-150 (Multi-Term Contract).
6. **BRAND NAME OR EQUAL.** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
7. **CANCELLATION.** The University reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
8. **DELIVERY DATE.** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated, please state your earliest delivery date in your offer.

9. **DISCLOSURE OF PROPOSAL CONTENTS.** The proposals will be kept confidential until UNMH awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements:
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of service offered or the cost of services proposed shall not be designated a proprietary or confidential information.
If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, UNMH shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.
11. **EMPLOYEE CERTIFICATION.** The Offeror and all Offerors’ employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
12. **WARRANTY:** A copy of the warranty must be included in your submission.
13. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of one hundred and eighty days (180) calendar days; an additional time period may be requested by UNMH.
14. **PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
15. **RELATIONSHIP OF PARTIES.** The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNMH for any purpose, including, but not limited to, workers’ compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
16. **REQUEST AS AGREEMENT:** This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request’s terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMH. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.
17. **LATE SUBMISSIONS.** Late submissions of offers will not be accepted or considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the offer is the only offer received. Late submissions will be returned unopened
18. **OPTION TO RENEW.** UNMH reserves the option to renew the RFP’s resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMH. These renewal options

will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.

19. **GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
20. **RIGHT TO PROTEST.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMH Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMH web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
21. **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. The successful respondent will be required to enter into an Agreement, similar to Exhibit K, with the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals. If exceptions to the terms and conditions of Exhibit K are taken provide a redlined version with your response, for consideration.
22. **INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH's IT division. The successful Awardee may be required to complete the UNMH's Information Security Plan Information and submit to UNMH's IT department for approval. Failure to complete form upon UNMH's request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
23. **TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.
24. **QUANTITIES.** UNMH may purchase all, some or none of the elements described in this proposal or Offerors responses. In addition, actual quantities may fluctuate up or down based on UNMH needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
25. **AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.
26. **DAMAGE AND SECURITY OF UNMH PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNMH against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
27. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNMH's authorized representative prior to commencement of the work.

28. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMH's authorized representative.
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 UNMH free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
30. **INDEMNITY.** Offeror shall agree to indemnify and hold UNMH harmless for acts or omissions to act of Contractor, its employees.
31. **PACKAGING.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to ensure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
32. **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.
33. **RELEASE UNMH REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico Hospitals, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico Hospitals or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico Hospitals or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.
34. **REMOVAL OF OFFEROR'S EMPLOYEE(S).** UNMH may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMH may immediately terminate, with written notice to Offeror, the services of any Contractor employee, if the University of New Mexico's management believes in good faith that Offeror's employee is unable to perform the services with reasonable skill. Offeror's agreement may also be terminated if Offeror's liability insurance coverage is modified or terminated.
35. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the University of New Mexico Hospitals, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.
36. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The UNMH Evaluation Committee reserves the right to waive minor irregularities. The UNMH Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the UNMH Evaluation Committee.
37. **SCHEDULE DELAYS.** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify UNMH promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.

38. SELLER'S EMPLOYEES AND AGENTS. Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of any resultant Purchase Order/Agreement.
39. SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
40. SITE INSPECTION. The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

EXHIBIT A SCOPE OF WORK

1. BACKGROUND

UNM Hospital System. UNMH is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating over 97,781 emergency patients and seeing more than 504,000 outpatient visits annually. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center. There are five hospitals included within the UNM Hospital System: UNM Hospitals (UNMH), UNM Children's Hospital, Carrie Tingley Children's Hospital (CTH), Children's Psychiatric Center (CPC), and UNM Psychiatric Center (UNMPC). UNM Hospitals (UNMH, CTH, CPC, UNMPC) is located as part of the Main UNMH campus.

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

UNMH Statistics for the year ending June 30, 2020:

1. Emergency Room Visits – 97,781
2. Outpatient Visits – 504,601
3. Inpatient Days – 151,148
4. Outpatient Operations – 11,569
5. Inpatient Operations – 6,629
6. Births – 2,894
7. Home Health Visits – 5,330
8. Hospice Pediatric Visits – 3,091

2. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract(s) through competitive negotiations for the procurement of services necessary to perform the project set forth below. University of New Mexico Health System (UNM HS) and the UNM School of Medicine has recently completed an assessment of funds flow model and faculty compensation plan that has shown opportunities to improve alignment of the current models to our overall institutional goals and industry-leading practices. We are now seeking qualified firms to support the development and implementation of a new model for the clinical funds flow for professional services and mission support between the UNM Health System clinical entities, which include UNM Hospital, UNM Medical Group and Sandoval Regional Medical Center, and the UNM School of Medicine. This new approach will also include developing new or modified model of the compensation structure for the UNM School of Medicine clinical faculty. Proposals should provide a flat fee for the suggested scope of work. In addition to the

initial tasks set forth in the SOW it is anticipated that the contracted offeror may be requested to perform additional related work, projects, follow-up, modifications, or enhancements during the term of any resulting agreement. It is intended that any resulting agreement shall serve as a Price Agreement, which may be utilized by UNMH or other governmental entities.

3. SCOPE OF WORK

Scope of services will include engaging the key stakeholders to develop a plan and support implementation of the plan with respect to the following (Funds Flow and SOM Clinical Faculty Compensation). The Proposal should identify roles and responsibilities for UNM Health System/UNMH as well as roles for Offeror:

Funds Flow:

- Develop and implement a 12-18 month work-plan, with clear key recommended deliverables.
- Determine, describe and recommend the preferred inter-entity funds flow approach.
- Construct model of inter-entity funds flow.
- Develop pro-forma that includes comparison to current state and industry benchmarks.
- Determine infrastructure, tools, processes, and general cost estimates to implement and maintain the recommended funds flow model.
- Develop and support an implementation process and timeline to include the stages provided below, with all key tasks, responsible parties, and deliverables:
 - Transition period,
 - Evaluation methodology and metrics, and
 - Process for modification and risk mitigation.
- Develop and support implementation of a plan for communications, change management, and training.

For School of Medicine Clinical Faculty Compensation:

- Develop and support implementation of a 12-18 month work-plan.
- Develop clinical faculty effort standards for all mission areas.
- Develop an updated or new model of clinical faculty compensation plan to include guaranteed, variable, or incentive components of compensation.
- Develop pro-forma of revised compensation plan to include comparison to current state and industry benchmarks.
- Determine infrastructure, tools, and processes to implement new clinical faculty compensation flow model.
- Develop and support an implementation process and timeline to include the stages provided below, with all key tasks, responsible parties, and deliverables:

- Transition period,
 - Evaluation methodology and metrics, and
 - Process for modification and risk mitigation.
- Develop and support an implementation plan for communications, change management, and training.

**EXHIBIT B
EVALUATION CRITERIA**

1. EVALUATION PROCESS AND CRITERIA

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

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

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

Responses will be evaluated based on demonstrated knowledge, expertise, and similar experience, as well as perspectives on industry-leading approaches and models. The selected firm must have substantial experience working with complex academic health systems, be familiar with our competitive market service area, and have ample personnel resources with both administrative and clinical backgrounds to support the engagement.

A. ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (30 Points Possible)

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

i. Company Ownership and Management.

1. Company name
2. Address:
3. Phone Fax:
4. E-mail:
5. Internet address:
6. Provide names and titles of company principals.
7. When was your company founded?
8. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
9. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

ii. **Company Organization and Staff.**

1. Attach and describe your organizational/staffing structure.
2. How specifically will your personnel interact with UNMH's staff and internal processes?

3.

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

1. Identification and authority of project manager; project team members; their project work experience, and the amount of time team members have worked together on cost segregation studies.
2. Will the same "team" complete all tasks from plan development through implementation, or will there be changes?

iv. **Company and Assigned Staff's Experience.**

1. Provide a brief narrative of the Offeror's history leadership structure, proven experience, capabilities and resources, at both organizational and individual levels as a provider of services referenced in the SOW.
2. Does Offeror or its assigned staff have certifications or licensure or other credentials relevant to the Scope of Work? If yes, please describe.
3. How do you ensure successful partnerships with your clients? What will your expectations be of UNMH's staff in order to ensure a harmonious working relationship?
4. Will your plans/recommendations implicate regulatory compliance? If so, please describe and identify if you play a role in such compliance.
5. Please indicate where the work will be performed (e.g. city, state, and country).
6. What unique capabilities and client experiences differentiate you and your assigned staff from your competitors?
7. Describe any other experience of Offeror or its assigned staff that you believe would be relevant or useful if you were to be awarded the project.
8. Has the firm ever filed bankruptcy, been in loan default, or are there any pending claims or lawsuits against the firm relating to performance of services such as those referenced in the SOW. If so, please explain in detail.
9. Provide at least three and no more than five examples of projects in which your firm provided all of the services listed in the Scope of Work section, including both plan development and implementation, within the same organization. Large, complex academic health systems are preferred. Include client name, scope of services, approach, and outcomes. Provide contact

information for an individual at each client reference who can speak to the firm's completed work. Indicate any individuals on the proposed project team who worked at these reference clients.

B. TECHNICAL APPROACH (45 Points Possible). Clearly and in detail explain how your services meets or exceeds the needs and requirements set forth in the SOW and in this RFP. Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if you can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If you are not able to meet the specification, briefly explain why, noting any concerns or issues the UNMH should be aware of. Be sure to note its competitive advantages. Clearly and in detail explain how you will fulfill each of the needs outlined below:

i. Scope of Work Requirements

1. Offeror must agree to perform the Scope of Work. Note, an Offeror's passing this mandatory requirement does not constitute the UNMH's acceptance of any alternate language that may be proposed by the Offeror.
2. What technology does your company use in implementing the SOW.
3. Provide a narrative summary of your organization's approach to meet the requirements of the project, as described above in **Exhibit A, Scope of Work**.
4. Describe your organization's approach to the project including:
 - a. A description of specific tools, methods, techniques used to complete the deliverables for described in the **Exhibit A, Scope of Work**.
 - b. How your firm will interact with UNMH staff and faculty. Identify the services you will provide versus services you will expect others inside or outside of our organization to do; whether you sub-contract or partner with any other entities to provide the services outlined in your response.
 - c. Description of resources, roles, and tasks UNMH is required to provide and to what extent do you anticipate using UNMH staff time.
5. Describe any value added services your firm provides.
6. Please describe any areas of the **Exhibit A, Scope of Work**, which your firm cannot meet.
7. If database access is relevant to your performance, please explain how your firm has access to superior information/data with which to perform its analysis and planning work.

8. Provide a full list of deliverables UNM HS will receive as a result of this project and samples of each. Deliverables should include both plan development as well as implementation and include, but are not limited to:
 - a. Outputs from stakeholder engagement, model development process, benchmarking, final model options/recommendations, and analytic efforts.
 - b. Guidance and perspectives on leading practices for funds flow and clinical compensation approaches, models, and lessons learned from prior experiences with large academic health systems.
 - c. Market assessment of technology/software to implement and manage new models for funds flow and/or clinical faculty compensation.
 - d. Road map of implementation and ongoing monitoring of new models of funds flow and clinical faculty compensation.

C. COST PROPOSAL (25 Points Possible)

- i. Offerors must complete the Cost Response Form in **EXHIBIT I**. All charges listed on **EXHIBIT I** must be justified and evidence of need documented in the proposal. The Proposal should provide for a fixed fee.

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

A	ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (Exhibit B, Section 1.A above)	30	Points Possible
B	TECHNICAL APPROACH (Exhibit A SOW and Exhibit B, Section 1.B above)	45	Points Possible
C	COST PROPOSAL (Exhibit B, Section 1.E above)	25	Points Possible
	<i>TOTAL</i>	<i>100</i>	<i>Points Possible</i>

EXHIBIT C
RESIDENT VETERANS PREFERENCE CERTIFICATION
(REQUIRED ONLY IF CLAIMING PREFERENCE)

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

Please check one only:

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowing giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

Date:

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

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

EXHIBIT D
AUTHORIZED SIGNATURE PAGE (SIGN AND RETURN)

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

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

Both Digital and Wet Signatures are acceptable.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____
Addenda No. _____ Dated _____
Addenda No. _____ Dated _____

New Mexico State Preference Number (Pursuant to Sections 13-1-1, 13-1-21.2 & 13-4-2 NMSA 1978, Offerors Claiming Scoring Preference Must be Certified Prior to RFP deadline and must include Certification with their Proposal):

- NM Resident Offeror/Business: Preference Certification _____
- NM Resident Veterans Preference Certification _____
- Native American Preference Certification _____

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 Offeror's proposal.

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT E
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

CHECK IF N/A _____

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

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

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

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

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

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

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

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

Company Name: _____

Telephone: _____

Street Address: _____

County: _____

City: _____

State & Zip: _____

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

Check All Categories That Apply:

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

Signature and Title of Individual Completing Form: _____

Date _____

Please return this form to:
 The University of New Mexico Hospitals
 Purchasing Department
 MSC01 1240
 Albuquerque, NM 87131
 505-277-2036 (voice)
 505-277-7774 (fax)

NOTE:
 This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

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)

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

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

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

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

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

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

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

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

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

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

2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this

solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

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

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

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

EXHIBIT G
INSURANCE REQUIREMENTS

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

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

COMPENSATION INSURANCE:

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

OFFEROR'S PUBLIC LIABILITY INSURANCE

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

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

OFFEROR'S VEHICLE LIABILITY INSURANCE:

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

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

SUBOFFEROR'S AND SUB OFFEROR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Offeror shall either:

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

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

EXHIBIT H (SIGN AND RETURN)

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

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

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

**EXHIBIT I (COMPLETE AND RETURN)
COST PROPOSAL**

- 1. Total Project Cost** – In this **Exhibit I**, provide pricing details below to meet full compliance of scope and requirements as defined in this RFP. This shall include everything necessary to complete the scope of work. The Offeror should provide separately in this exhibit, cost on all required services and any additional costs such as travel, mailings, reproduction costs, etc.
- 2. Prices** – All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP and must be based upon percent (%) discount off your current Published List Price.
- 3. A description of additional charges for any extra services – including a not to exceed amount.**
- 4.** Prices shall remain firm throughout the initial contract year whichever is longer. Price increases will be subject to review and approval prior to any subsequent renewal period and upon sixty (60) days advance written notice.

YOUR PROPOSAL SHOULD INCLUDE A TOTAL PROJECT COST - flat fee amount highlighted in yellow below.

YOUR PROPOSAL SHOULD SET OUT A PAYMENT METHODOLOTY, WITH PERCENTAGE OR PARTIAL PAYMENTS DUE WITH RESPECT TO MEETING RECOMMENDED MILESTONES/DATES AND A FINAL PAYMENT DUE UPON COMPLETION OF SERVICES.

FAILURE TO MEET THE REQUIREMENTS ABOVE WILL LIKELY RESULT IN YOUR PROPOSAL NOT SCORING WELL WITH RESSPECT TO SCORING CRITERIA C-COST PROPOSAL

You may add rows, change titles, etc., as long as a flat fee total is provided.

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

<u>Description</u>	<u>Hourly Rate</u>	<u>Hours to complete Scope</u>	<u>Total Project Cost</u>
Partner			
Senior Manager			
Manager			
Staff			
TOTALS -	n/a		\$

**EXHIBIT J
SAMPLE AGREEMENT**

SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into between the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for UNM Hospitals (“UNMH”), and _____ (“Contractor”).

RECITALS

- A. UNMH wishes to obtain the services described in this Agreement, and Contractor assures UNMH that it is willing and qualified to perform such services.
- B. This Agreement sets forth the terms and conditions under which Contractor will perform the services described herein, and UNMH will reimburse Contractor for such services.

The parties agree as follows:

I. RESPONSIBILITIES OF CONTRACTOR. Contractor will perform the services described in Attachment A, attached to and incorporated by reference in this Agreement.

II. FINANCIAL REQUIREMENTS

- A. **Compensation.** UNMH will pay Contractor for services rendered at the rates set forth in Attachment A.
- B. **Billing.** Contractor will submit monthly invoices to UNMH within 30 days after services are provided. Invoices will be sent as set forth in UNMH's purchase order.
- C. **Payment.** UNMH will pay Contractor at the address set forth in Attachment A within a reasonable time after receipt of invoices from Contractor. Disputed invoices will be resolved in good faith by Contractor and UNMH in a timely manner.
- D. **Accounting.** Contractor will keep an accurate record of all work performed regarding this Agreement, and will make such records available to UNMH at all reasonable times.

III. LIABILITY, INDEMNIFICATION, AND INSURANCE

- A. **Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. Contractor understands that UNMH is not indemnifying Contractor

for the acts or omissions of UNMH. The liability of UNMH 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.

B. Indemnification. Notwithstanding the foregoing, Contractor will indemnify and hold harmless UNMH, its Regents, officers, agents and employees from any claims for losses, costs, damages, expenses or liability by reason of bodily injury (including death) or property damage, to the extent such damages are determined by a court of competent jurisdiction in a proceeding to which Contractor is a party to result from Contractor's negligence, act or omission, except to the extent of UNMH's negligence. The foregoing indemnification obligation shall specifically include, but not be limited to, any breach of the Contractor's obligations as a Business Associate, as set forth in the Business Associate Addendum, and any breach of Contractor's non-assignment and/or subcontractor obligations set forth in Section VI.D of this Agreement.

C. Insurance. Contractor will procure and maintain, at its own expense, professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the acts or omissions of any individuals who may be performing services under this Agreement.

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

IV. TERM AND TERMINATION. This Agreement will be effective as set forth in Attachment A. Either party may terminate this Agreement by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.

V. SECURITY PLAN AND AUDIT. Contractor shall complete and provide to UNMH a Self-Assessment Questionnaire, attached hereto as Attachment C, within 30 days from the date of execution of this Agreement. Contractor shall also complete and provide to UNMH the results of an audit by a third party independent company (e.g., SSAE16). Such audit shall be sent to:

UNM Hospitals
933 Bradbury Dr. SE, Suite 3131
Albuquerque, NM 87106
Attn: David Grisham, PhD,
Manager of IT Security
E-mail: dgrisham@salud.unm.edu

UNMH reserves the right to review and verify the Self-Assessment Questionnaire and the audit results. If UNMH identifies any deficiencies with either the Self-Assessment Questionnaire or the audit it will notify Contractor within 30 days of such deficiencies. Notice to Contractor will be sent to the address set forth in Attachment A. The parties shall thereafter negotiate in good faith to resolve any such deficiencies related to the foregoing.

VI. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement and the terms and conditions included in the purchase order issued for the services to be provided under this Agreement represent the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement. In the event of any conflict in the provisions of this Agreement and the purchase order, the terms of this Agreement will control. No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- B. **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its conflict of laws provisions.
- C. **Relationship of Parties.** The parties and their respective employees are at all times acting as independent contractors. Contractor and its employees will not be considered employees of UNMH for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

- D. Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party; provided, however, that UNMH may assign this Agreement to a wholly-owned subsidiary or affiliate of UNMH or any component part thereof without the consent of Contractor. Contractor shall require any subcontractors to demonstrate that they have in place administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information, in accordance with the Business Associate Addendum to this Agreement, and shall, upon request, provide evidence of such to UNMH. Contractor shall not, in any event, assign, delegate, transfer, or subcontract this Agreement, in whole or in part and/or directly or indirectly, to any off-shore entity. Furthermore, Contractor will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of UNMH. Violation of this provision shall give UNMH the right to immediately terminate this Agreement and subject Contractor to the indemnification provision set forth in Section III.B of this Agreement.
- E. Confidentiality.** The confidentiality of client records will be maintained by the parties in accordance with applicable federal and state laws and regulations. The parties hereby agree to the terms and conditions of the Business Associate Addendum attached to and incorporated in this Agreement as Attachment B.
- F. Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- G. 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 it, 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 it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- H. Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico, or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Regents or other sponsoring agency, this Agreement will terminate upon delivery of written notice by UNMH to Contractor. The decision of UNMH as to whether sufficient appropriations are available will be accepted by Contractor and will be final.

I. Antifraud Compliance. Both parties to this Agreement expressly acknowledge that the Medicare/Medicaid antifraud statute, 42 U.S.C. Section 1320a-7b, prohibits "illegal remuneration" as defined therein, in connection with the provision of goods or services for which payment is made in whole or in part under Medicare. The parties are entering into this Agreement with the intent of complying fully with the Medicare/Medicaid antifraud statute. To this end, the parties expressly agree that nothing contained in this Agreement is intended to, or shall in the context of the administration of this Agreement, require either party to refer any patients to the other, or to any affiliate or subsidiary of the other; rather, the purpose of this Agreement is to clarify the parties' understanding with regard to services to be provided to Contractor by UNMH.

J. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid. Notices to Contractor will be sent to the address set forth in Section II.B of Attachment A. Notices to UNMH will be sent to the following address:

University of New Mexico Hospitals Purchasing Department
Attn: Purchasing Director
933 Bradbury Dr. SE, Ste. 3165
Albuquerque, New Mexico 87106

K. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

CONTRACTOR: _____

By: _____

Date: _____

Printed Name: _____

Title: _____

**REGENTS OF THE UNIVERSITY OF NEW MEXICO,
FOR THE HEALTH SCIENCES CENTER**

By: _____

Date: _____

Printed Name: _____

Title: _____

*Approved as to form
by Scot Sauder
Senior Associate University Counsel
4/25/13*

3.5.1 ATTACHMENT A
3.5.1.1.1 TO
SERVICES AGREEMENT

I. SCOPE. Contractor will provide the following services for UNMH:

II. PAYMENT

A. Compensation. UNMH will pay Contractor for services provided under this Agreement the amount of _____.

B. Payment. UNMH will pay Contractor at the following address:

III. TERM. This Agreement will become effective as of _____ and, subject to the early termination rights of the parties set forth in Section IV of the Agreement, will remain in effect through _____.

ATTACHMENT B
BUSINESS ASSOCIATE ADDENDUM

ATTACHMENT C
SELF-ASSESSMENT QUESTIONNAIRE