

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (THE “REGENTS”), for its public operation known as the **UNM HEALTH SCIENCES CENTER**, specifically the **UNM HOSPITALS**, the **UNM MEDICAL GROUP, INC.**, a New Mexico nonprofit and University Research Park and Economic Development Act corporation (the “UNMMG”), and the **UNM SANDOVAL REGIONAL MEDICAL CENTER, INC.**, a New Mexico nonprofit and University Research Park and Economic Development Act corporation (“SRMC”).

(for purposes of this RFP, the UNMH, the UNMMG, and SRMC are collectively referred to as the “UNMHSC”)

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

ISSUANCE DATE: December 2, 2021

RFP 450-21 UNMH FINANCIAL/FUNDS FLOW ANALYSIS SERVICES

1. Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN **4:00 PM MOUNTAIN STANDARD TIME ON DECEMBER 28, 2021**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal. 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. Proposals, which for any reason are not so delivered, will not be considered and will be returned unopened. 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.

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
Email: gprosocki@salud.unm.edu
Address: 933 Bradbury Drive, SE, Suite 3165
Albuquerque, NM 87106

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) 450-21 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 (4)** with an option to automatically renew for additional terms, as provided for in NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by UNMH. The UNMH must approve all contract renewals, amendments and adjustments.

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

1.2 Requirements. For purposes of this RFP:

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

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

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

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

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

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

1.3.4 UNMH, their employees, nor their agents shall be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.

1.4 Information

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

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

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

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

1.5 Clarification and Questions

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

- 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
- 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 1.5.1.4 Submitting all requests for clarification no later than **2:00 PM MST, December 21, 2021.**

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

1.6 Issued Addenda. Each Offeror shall be responsible for verifying before submitting its Proposal that it has received all addenda that have been issued. All addenda will be posted on the UNMH proposal website visit <http://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 RFP 450-21 UNMH FINANCIAL/FUNDS FLOW ANALYSIS SERVICES.
- 2.1.2 **Proposal - One (1) ORIGINAL, Three (3) 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.**
- 2.1.3 Electronic Copies - **The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,). The electronic version can NOT be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.**

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

2.2 Proposal Format

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

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 should 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' should 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 up to four (4) 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 should 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 should 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. **SAMPLE AGREEMENT:** 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 UNMHs Information Security Plan Information and submit to UNMH's IT department for approval. Failure to complete form upon UNMH's request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
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. **PACKAGING.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
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. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

38. 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.
39. 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. INTRODUCTION

University of New Mexico Hospital (UNMH) is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating nearly 90,000 emergency patients during more than 500,000 outpatient visits annually. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMHSC). Included within the UNM Hospital System are the Children's Hospital, Children's Psychiatric Center (CPC), UNM Psychiatric Center (UNMPC), Mental Health Center (MHC), and Carrie Tingley Hospital (CTH) as well as several other clinics.

UNMH 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.

2. PURPOSE

UNMH is seeking qualified firms to conduct a refresh assessment to its current funds flow model, support the development of a new model aligned with overall institutional goals and industry-leading practices, and advise on related productivity and/or compensation structure for clinical, administrative, research, and teaching services. This includes all providers and faculty across the health system, including the University of New Mexico School of Medicine (SOM).

3. SCOPE OF WORK

The initial project shall be completed by offeror shall include:

- Conduct assessment of current funds flow model
 - Obtain a thorough understanding of the current funds flow within the Health System, UNMHSC and SOM
 - Create visual representations of how funds flow (to include sources and uses) within the Health System, the UNMHSC and SOM
 - Document existing practices and approach to key funds flow
 - Quantify magnitude of each funds flow
 - Articulate the current key guiding principles for funds flow
 - Assess alignment of funds flow to strategic priorities and objectives
 - Provide overall comparison of current funds flow model and practices to best practice and leading edge practice – to include benchmarking to similar AMCs
- Propose alternative funds flow model to achieve best practices and design, including:
 - Governance structure to guide new funds flow model
 - Risk and benefit analysis of model change

- Case for change for moving to new funds flow model
 - Different potential scenarios
 - Stakeholder engagement to build buy-in for new model
 - Road map for implementation
- Evaluate current SOM faculty compensation plans and proposed modifications from an operational, financial, and geographic market perspective, including:
 - Effort expectations (to include the 80/20 model) and productivity review across missions (clinical, administrative, research, and teaching) and identification of any departmental differences
 - Overall uniformity across SOM and UNMHSC (e.g., departments, divisions, sub-specialties)
 - Alignment with funds flow model
 - Comparison to leading practice, including market analysis (e.g., national trends, leading practice models, pay practices), compensation formulas and related metrics, recruitment/retention trends, etc.
 - Evaluate current technology and tools to support effective resource utilization across all missions (clinical, research, and education), including:
 - Detailed effort allocation and budgeting across clinical, administrative, research, and education activities
 - Alignment of performance with strategic goals and compensation
 - Existing productivity metrics and reporting
 - Ability to combine multiple data sources/systems across the three entities' missions into one easy-access software

3. **DELIVERABLES, IMPLEMENTATION AND TIMELINE**

- a. Vendor to provide a “kick off” zoom presentation and commence services within two weeks of contract date.
- b. Vendor to provide draft report within 45 days of contract date
- c. Vendor to provide final report and zoom presentation to UNMH leadership within 60 days of contract date

The services provided hereunder may be provided to UNMH or any affiliate of the UNM Health Systems.

Additional Services not stated here may be requested at a later time.

**EXHIBIT B
EVALUATION CRITERIA**

1. EVALUATION CRITERIA

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

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.

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.**

A. ORGANIZATIONAL EXPERIENCE, QUALITY AND STABILITY OF OFFEROR AND ITS ASSIGNED TEAM (30 Points Possible)

The Qualification Statement should contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, 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' 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 fund flow analysis services.

iv. **Company Experience.**

1. Provide a brief narrative of the Offeror's history of the company and leadership structure of the company, proven experience, capabilities and resources, at both organizational and individuals levels as a provider of cost segregation work.
2. What is your company's required certification/licensure? What current certifications does your employees currently possess? Does your organization require all auditors to be certified or licensed? If yes, please describe those credentials.
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. Describe how you ensure regulatory compliance within all of your functions?
5. Please indicate where the work will be performed (e.g. city, state, and country).
6. What unique capabilities and client experiences differentiate you from your competitors?
7. Describe any other company experience 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 liens, claims or lawsuits against the firm. If so, please explain in detail.

B. TECHNICAL APPROACH (40 Points Possible). Clearly and in detail explain how your services meets or exceeds these requirements. 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 for Funds Flow Analysis?

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 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.

C. COST PROPOSAL (30 Points Possible)

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

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 OF OFFERORS TEAM (Exhibit B, Section 1.A above)	30	Points Possible
B	TECHNICAL APPROACH (Exhibit B, Section 1.B above)	40	Points Possible
C	COST PROPOSAL (Exhibit B, Section 1.E above)	30	Points Possible
	TOTAL	100	Points Possible

EXHIBIT C
RESIDENT VETERANS PREFERENCE CERTIFICATION

CHECK IF N/A _____

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

Please check one only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

Date:

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

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

**EXHIBIT D
AUTHORIZED SIGNATURE PAGE**

THE FOLLOWING OFFEROR INFORMATION SHOULD 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.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

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

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

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

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT E
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

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
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

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 J
COST PROPOSAL**

1. **Total Project Cost** – In this **Exhibit J**, provide pricing details below to meet full compliance of scope and requirements as defined in this RFP based on milestones achieved. 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. 3.
3. **A description of additional charges for any extra services – including a not to exceed amount.**
4. Prices shall remain firm throughout the life of the ensuing agreement.
If your company would like UNMH to consider alternative pricing models, please include them in addition to the minimum requirements listed below. Any charges not specifically identified in this section of your response will be considered free of charge.

<u>Description of Milestones</u>	<u>Percentage of Total Cost</u>	<u>Flat Fee</u>
Services rendered to Kick off meeting	20%	
Completion of staff interviews	30%	
Delivery of Final Report	30%	
Presentation of Final Report Via Zoom	20%	
TOTAL	100%	

Travel: Any applicable costs associated with reasonable out-of pocket travel, sustenance, mailing and reproduction costs. Costs should be clearly identified.

<u>Description</u>	<u>QTY</u>	<u>UNMHPrice</u> (ea)	<u>UNM Extended Price</u>

**EXHIBIT J
SAMPLE AGREEMENT**

[NOTE: THIS CONTRACT IS SUBJECT TO COMPLIANCE WITH UNM BUSINESS POLICY NO. 4325 AND REQUIRES LEGAL REVIEW BY THE OFFICE OF UNIVERSITY COUNSEL.]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into effective _____ between the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals (“UNMH”), and _____, a _____ *[identify other party as a government entity, corporation, partnership, nonprofit, etc., and the state where incorporated or doing business; for example: a New Mexico nonprofit corporation]* (“Contractor”).

RECITALS

- A. UNMH has issued a Request for Proposals No. _____ (the “RFP”) for _____ [describe services] _____.
- B. Contractor has responded to the RFP and assures UNMH that it is qualified and willing to perform such services.
- C. This Agreement sets forth the terms and conditions under which Contractor will perform services and UNMH will reimburse Contractor for such services.

The parties agree as follows:

I. RESPONSIBILITIES OF CONTRACTOR

- A. Contractor will perform those duties assigned by UNMH, as set forth in the section entitled “Scope of Work” in the RFP and in accordance with statements set forth in Contractor’s response to that RFP, copies of which are attached to and incorporated by reference in this Agreement. *[Alternatively, the scope may be described here or attached as Exhibit A]*
- B. Contractor will furnish reports to UNMH in such form and number as may be deemed necessary by UNMH.

II. LICENSURE AND CERTIFICATION. Contractor represents that it and its physician employees are duly licensed by the applicable licensing authority of the State of New Mexico, and have not been debarred or otherwise determined to be ineligible to participate in Medicare and Medicaid. The parties will comply with all laws relating to provision of services to Contractor's patients, and will maintain in effect all permits, licenses and governmental approvals which may be necessary for that purpose. Each party will notify the other party immediately of any material change in such permits, licenses, or governmental approvals that would adversely affect the ability of either party to perform under this Agreement. Contractor certifies that it has implemented and maintains an active program to ensure compliance with applicable laws and regulations, consistent with the requirements and recommendations for healthcare entities by federal regulatory and law enforcement authorities.

III. QUALITY MANAGEMENT COMPLIANCE. Contractor will comply with all quality management programs required by UNMH, The Joint Commission, the federal Centers for Medicare and Medicaid Services, and any other applicable accrediting or regulatory agencies, as well as all policies and procedures of UNMH facilities.

IV. 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 hereto, and any breach of Contractor's non-assignment and/or subcontractor obligations set forth in Section IX.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, negligence in connection with denial of service attacks, or negligent misrepresentation.

V. FINANCIAL REQUIREMENTS

- A. Compensation.** Contractor will accept as payment in full by UNMH for services provided by Contractor under this Agreement the following amounts:

The maximum amount payable under this Agreement shall not exceed \$_____.

[NOTE: IF CONTRACT IS NOT SUBJECT TO BIDDING UNDER THE NM PROCUREMENT CODE, THE MAXIMUM AMOUNT PAYABLE MAY NOT EXCEED \$30,000.]

- B. Billing.** During the term, Contractor will submit monthly invoices to UNMH within thirty (30) days after services are provided. Invoices will be sent to the following address:

- C. Payment.** UNMH will pay Contractor 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. Payment will be sent to the following address:

- 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.

VI. TERM AND TERMINATION

- A. Term/Termination.** This Agreement will become effective on the date first set forth above, and will continue in effect until _____, unless earlier terminated at any time with or without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination. Thereafter, this Agreement may be renewed by written agreement of the parties for ___ additional one-year terms. In no event will the term of this Agreement extend beyond _____.

- B. Multi-Term Determination.** Pursuant to Section 13-1-151 NMSA 1978, it has been determined that the estimated requirements covered in this Agreement are reasonably firm and continuing and a multi-term contract will serve the best interests of UNMH.

- VII. SECURITY PLAN AND AUDIT.** Contractor shall complete and provide to UNMH a Self-Assessment Questionnaire, attached hereto as Exhibit ___, within thirty (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) (the "Audit"). 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 thirty (30) days of such deficiencies. Notice to Contractor will be sent to the address set forth in Section IX.Q. The parties shall thereafter negotiate in good faith to resolve any such deficiencies related to the foregoing.

IX. MISCELLANEOUS

- A. Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement. This Agreement incorporates by reference RFP No. ___ in its entirety, Contractor's response to the RFP, and UNMH's Purchase Order No. _____. In the event of any conflict in the provisions of this Agreement, the RFP, Contractor's response to the RFP, and the Purchase Order, the terms of, first, this Agreement, second, the RFP, and third, the Purchase Order, will control.
- B. Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.
- C. Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- 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 the 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 IV.B of this Agreement.

- E. 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 law provisions.
- F. Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- G. Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- H. Patient Records.** The parties will maintain the confidentiality of patient medical records in accordance with applicable federal and state laws and regulations.
- I. Confidentiality**
 - 1. Compensation.** Contractor and UNMH will not disclose the compensation payable to Contractor pursuant to this Agreement, except to the extent required by applicable laws or regulations or as may be required to carry out the terms of this Agreement.
 - 2. Other Information.** Any information given to Contractor by UNMH or developed by Contractor in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization by Contractor without the prior written approval of UNMH. All documents, materials, and information developed by Contractor in the performance of this Agreement will become the property of UNMH, and Contractor will not retain title or ownership to any of such information or documents.
- J. Retention of Records.** Contractor will maintain detailed records indicating the date, time and nature of services provided under this Agreement for a period of at least five years after termination of this Agreement, and will allow access for inspection by UNMH, 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 provision of services under this Agreement.

- K. 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.
- L. Release.** Contractor, upon final payment of the amount due under this Agreement, will release UNMH, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations not assumed in this Agreement by UNMH or the State of New Mexico.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.

R. No Inducement to Refer. Nothing contained in this Agreement will require either party or any physician of a party to admit or refer any patients to the other party's facilities. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

S. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be made in writing and delivered either by: (i) actual delivery of the notice into the hands of the party entitled thereto, including by a nationally recognized overnight express common courier; or (ii) by the mailing of the notice in the U.S. mail to the address set forth below of the party entitled thereto, by registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto.

To UNMH: University of New Mexico Hospitals
Purchasing Director

933 Bradbury Dr. SE, Ste. 3165
Albuquerque, New Mexico 87106

To Contractor: _____

Attn: _____

T. 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: _____
Printed Name: _____

Date: _____

3.5.1.1.1.1.1 Title: _____

REGENTS OF THE UNIVERSITY OF NEW MEXICO,

3.5.1.1.1.2 FOR UNM HOSPITALS

By: _____

Florencio Gallegos
Purchasing Director

Date: _____

Approved as to form:

Date: _____

Office of University Counsel