

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, (“UNMH”)**

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

ISSUANCE DATE: Monday February 14, 2022

RFP P452-22 ACUTE CARE INPATIENT HOSPITALIST PROGRAM

1. **Offer Due Date/Time:** ALL 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 **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON Wednesday March 9th, 2022.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal. It is solely the responsibility of each Offeror to assure that its proposal is delivered at the specified place and prior to the deadline for submission. 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: Shannon Rodgers
Title: Procurement Specialist
Telephone: 505-272-9571
E-mail: sjrogers@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.

5. **Table of Contents:**

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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 10 year(s)**, with price adjustments as may be mutually agreed during the term, with an option to renew for additional terms as may be provided for in NMSA 13-1-150 (Multi-Term Contract) if renewal beyond 10 years is allowed at that time, and with termination rights at any time upon no less than 30 days for UNMH and 120 days for Offeror. 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/MDT Wednesday February 23rd, 2022.

- 1.5.2 Questions and Answers. The UNMH will provide Offerors with written responses to questions in the form of an addenda 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 written response 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, 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 P452-22 ACUTE CARE INPATIENT HOSPITALIST PROGRAM**
- 2.1.2 **Proposal - One (1) ORIGINAL, Five (5) 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 should be submitted as follows:
 - a. Hard copies should be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
 - b. Pages should be one-sided, one and one-half spaced and numbered.
 - c. Typeface should be easily readable such as Time Roman, type size 12-point.
 - d. Each Proposal should be placed within a **binder with tabs delineating** each section as outlined under Section 2.2.2 Proposal Content and Organization.

2.2.2 Proposal Content and Organization

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

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit C)
- C. Proposal Summary (Optional)

1. Organizational Experience, quality, stability, implementation (Exhibit A, Section IV. A)
 - a. General Experience
 - b. Company Ownership & Management
 - c. Company Organization and Staff
 - d. Management Approach
 - e. Company Experience
 - f. Specific Experience
 - g. Implementation
2. Technical Approach (Exhibit A, Section IV. B)
 - a. Scope of Work Requirements (Exhibit A Section IV)
 - b. Clinical
 - i. General Requirements
 - ii. Advanced Practice Providers
 - iii. Other Staff Members
 - iv. UNMH Requirements
 - c. Outcomes Goals Metrics
 - d. Administrative
 - e. Billing and Financial

D. Exhibits

1. Resident Veterans Certificate (Exhibit B) (If Applicable)
 2. Small & Small Disadvantaged Business Certification (Exhibit D)
 3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit E)
 4. Insurance Requirements (Exhibit F)
 5. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991) (Exhibit G)
 6. Cost Proposal (Exhibit H)
 7. Information System Security Plan (Exhibit I)
- 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** If resident or veteran preference will be claimed, in accordance with NMSA 1978 § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal, with **Exhibit B**. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. In addition, for the resident Veterans preference, the attached Resident Veteran Preference Certification" form (**Exhibit B**) must be completed and signed.

- 3.1.1 **New Mexico Business Preference.** If the Offeror has provided their Preference Certificate with its proposal, preference points will be added consistent with the NM Procurement code.
- 3.1.2 **New Mexico Resident Veterans Business Preference.** If the Offeror has completed the Resident Veterans Certification Form with its proposal, preference points will be added consistent with the NM Procurement code.
- 3.1.3 An agency shall not award a business both a resident business preference and a resident veteran business preference.
- 3.2 **AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as **Exhibit C.**
- 3.3 **SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit D.**
- 3.4 **CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit E.**
- 3.5 **INSURANCE REQUIRMENTS:** The Offeror should provide proof of insurance coverage, meeting the requirements in the Section labeled “Insurance Requirements” or as noted in the specifications **Exhibit F.** Offeror should submit proof of insurance in the form of a “Certificate of Insurance” with their response and prior to commencing work under the resulting contract. Offeror’s insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. The Offeror must provide proof of insurance coverage acceptable to UNMH, in its sole discretion, prior to award of an Agreement.
- 3.6 **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit G.**

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.
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. LITIGATION. Offeror shall cooperate with UNMH and the UNM School of Medicine in any third party litigation (i.e., medical professional claims/litigation), to the extent permitted by law.
31. INDEMNITY. Offeror shall agree to indemnify and hold UNMH harmless for acts or omissions to act of Contractor, its employees and/or contracted physicians. Offeror acknowledges that UNMH and UNM (or UNMMG) are not indemnifying or holding Contractor harmless for UNMH's/UNM's (or UNMMG's) acts or omissions to act relative to the arrangement.
32. 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.
33. 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.
34. 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.
35. 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.
36. ACCESS TO BOOKS AND RECORDS. As an independent contractor of the UNM Parties, Offeror shall, in accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420, Subpart D, until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and Offeror's books, documents, and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. In accordance with such laws and regulations, if Medicare reimbursable services provided by Offeror are carried out by means of a subcontract with an organization related to Offeror, and such related organization provides the services at a value of \$10,000 or more over a twelve (12)-month period, then the subcontract between Offeror and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. With respect to services provided in respect of Hospital Patients that are covered under either the New Mexico Medicaid Program and/or one or more of the Medicare Advantage Plans as to which the UNM Parties are a participating provider, Offeror and its Physicians shall retain all of its records as to services provided to such Hospital Patients for a period of not less than ten (10) years from and after the date of service.
37. 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.

38. **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.
39. **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.
40. **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.
41. **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 sheer.

EXHIBIT A
BACKGROUND, PURPOSE, EVALUATION CRITERIA AND SCOPE OF WORK

I. BACKGROUND

A. General Overview- Background

- i. **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.

ii. **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

- iii. **Current Technology.** UNMHSC uses a combination of Cerner patient list technology including multi-patient task lists, patient access lists, and dynamic worklists. This is supplemented with custom web applications embedded in the Cerner environment. The system of patients’ lists currently requires workstations or laptop devices for full functionality. Alternatively, many departments have built home grown documentation and processes to support patient list support.

Cerner Millennium is the UNMHSC Electronic Health Records (“EHR”) System. Cerner Power Note is utilized in the Emergency Department only. Cerner Dynamic Documentation build is underway for structured documentation for all clinical notes for the entire organization. UNMHSC also utilizes Cerner

registration and scheduling solutions. UNMHSC utilize Cerner Surginet in its Surgical Services area to track surgical cases and resource utilization. Nuance Dragon dictation is used for automatic transcription, and 3M for hospital and professional coding.

B. Clinical Background- Current state

i. Introduction

New Mexico has the third highest poverty rate in the country ([https://www.census.gov > topics > income-poverty > poverty.html](https://www.census.gov/topics/income-poverty/poverty.html)) and now has 44.7% of its residents enrolled in Medicaid (<https://www.healthinsurance.org/medicaid/new-mexico/>). This provides the backdrop to the challenges of delivering care to New Mexicans. For over 70 years the University of New Mexico Health System has prided itself on its mission to deliver care to anyone regardless of their place of residence or ability to pay. There is no expectation that this mission will change.

ii. University of New Mexico Hospital

The University of New Mexico Hospital (UNMH) is the only Level 1 trauma center in New Mexico and has 539 licensed beds (308 Adult, 170 Pediatric, 39 Women's). Within the Adult Hospital there are 236 licensed floor beds and 72 licensed ICU beds. During the previous 2 years with the pandemic up to 100 additional unlicensed beds have been created within the Adult Hospital and are still currently being used. Unlike in some communities, the emergency departments (ED) in the Albuquerque area are not allowed to go on diversion due to high census within their respective hospitals. As with the other hospitals in the area, UNMH's ED has remained open to walk-in patients and ambulance arrivals despite record-breaking census levels. Hospital Medicine has been running 150-200% of capacity for over a year now, UNMH non-critical care has been running about 140% for over 6 months. Hospital Medicine pre-pandemic census was around 100-110%. Recently, along with other hospitals around the state, UNMH declared Crisis Standards of Care and has been restricting certain categories of transfers from outside hospitals ("OSH").

iii. Division of Hospital Medicine

History of the Division:

UNM hired its first hospitalists in 1998 and has thrived with its academic model for the past 20 years, growing from a group of 4 hospitalists to now around 70 physician hospitalists and 30 Advanced Practice Providers (APPs) across 3 hospital sites (UNM, VA, SRMC). Our first hospitalist hired who also served as UNM Section Chief since 2006 retired 2 years ago. A Section of Hospital Medicine was formed in 2006 within the Division of General Internal Medicine and then a separate Division of Hospital Medicine was formed in 2013. The group is led by a Division Chief (the same since 2006) and Vice Division Chief who oversee all three sites, a Section Chief, and 2 Vice Sections Chiefs overseeing UNMH. The group has employed APPs since 2008 and recently added an APP Hospital Medicine Fellowship, now in its 3rd year. The group has had; high retention, successful recruitment over many years, high faculty alignment and engagement scores, and the Division Leadership was benchmarked in the top decile on a recent national SHM leadership survey. Hospitalists within the group have taken leadership roles throughout the organization. Up to this point, the goal has been a full hybrid model, where all hospitalists function as academic hospitalist that equally cover both resident and direct care teams. Unprecedented hospital census, nearly doubling in 3 years, has significantly reduced the resident to direct care team ratios for many faculty. In addition continued census growth is anticipated with the construction of a new hospital tower planned to open in 2024, necessitating this RFP. The Hospital Medicine Division leadership is actively engaged in this RFP and exploring options to meet the needs for patients at UNMH.

Current state:

Within the Department of Internal Medicine, the Division of Hospital Medicine (“HM”) is staffed to care for 110 patients with faculty who participate to various degrees in rounding on both the resident and non-resident patient services, quality initiatives, research, education and administration.

At the time of this writing there are 5 resident services (4 traditional 1 resident/2 intern, 1 service which has an attending with 1 resident), 3 direct care services with attendings working by themselves or with an APP, and 1 daytime triage role. Due to the Covid surge and increasing non-Covid patient censuses HM has added up to 6 direct care teams staffed by locums and moonlighting/redeployed non-HM physicians. The division has also added 1 swing admitting role to deal with increasing admission volumes. Resident teams are fully capped at 72 patients and average ~ 65 patients. The remaining services have averaged 105 patients in period 10/2021-2/2022 with a range census of 79-133 patients. Currently, each non-resident service is staffed with one attending and 0-1 Advanced Practice Providers (APPs).

Currently admissions to HM come from the ED (average 18/24h, range 7-30), ICUs (average 5/day), transfers from surgical or specialty services, outside hospital transfers and directly from UNMH clinics. The ICUs are “closed” units with critical care specialists as the managing attendings. All HM admission requests go through a central triaging process that is run by an attending. The general goals and priorities of the triaging process are 1) to maintain all resident teams at or near their patient caps, 2) to ensure that the most educational cases go to the resident teams, and 3) to ensure a fair and equitable distribution of the remaining patients to the non-resident teams.

Relatively few of the non-ICU patients at UNMH are geographically located. Efforts are ongoing to improve the geographic placement of HM patients and currently 2 resident teams now have 80% of their patients on one unit, though this process is not hardwired. The remaining Hospital Medicine teams round daily on patients across an average of 7-10 units.

At night, HM has a nocturnist who works with admissions and triage. Cross- cover is performed by residents on the resident patients and by APPs on the direct care patients. The cross cover service is not fully staffed at this time and is supplemented primarily by resident internal moonlighting.

iv. Case Management

Case Management at the University of New Mexico Hospital is offered via a hybrid model. Where it makes sense based on placement of patients and the volume of patients on various services, the case managers and social workers are assigned by either geographic unit or by team. Case management for Hospital Medicine is currently team based.

v. Post-Acute Environment

The post-acute environment remains problematic for New Mexico. The state has fewer Skilled Nursing Facility (SNF) beds per capita than most other states (<https://www.cdc.gov/nchs/fastats/nursing-home-care.htm>) and is limited in beds for other care levels such as Inpatient Rehabilitation Facilities (IRF) and Long-Term Acute Care Hospitals (LTACH) as well. Added to the general SNF bed shortage is the nurse staffing shortage seen across all aspects of healthcare in New Mexico.

To date, the pursuit of available traveling nurses from the national pool has not come close to resolving the nursing shortage across the state. Shortage of nursing and ancillary staff maintains a low availability of

beds in the post-acute environment and reduces the complexity of the patients that can be cared for at the facilities.

In the case of SNFs the services offered are generally lower than what is available in most other states (e.g. patients with wound vacs or tracheostomies or are homeless are infrequently accepted). These factors make discharging patients from the hospital into the post-acute environment sometimes very challenging and often lead to discharge delays.

UNMH has developed and continues to develop post-acute care partnerships (contractual and otherwise) to forage better throughput pathways. However, these pathways have and always will have for the foreseeable future limitations directly related to the internal limitations of the post-acute facilities.

vi. Payer Mix

Over 75% of the hospital’s reimbursement via HM comes from Medicare and Medicaid. There has been no significant trend in this percentage over the last four years. Given the current economic and political climate, some future forecasts predict a steady rise in the self-pay and county medically indigent percentage over the next several years.

vii. Current Metrics and Trends

We use the Vizient Data Base for academic hospitals along with internal financial sources as well as MIDAS to generate and follow our HM metrics.

HOSPITAL MEDICINE METRICS	2018	2019	2020	2021
Total Discharges (InPt plus Obs)	6817	6626	7410	7682
Ave Daily 24-hour Census	95	103	133	162
Peak number of HM teams employed	8	9	14	16
Utilization Status (%)				
Inpatient	80.1	81.0	83.1	85.8
Observation	19.9	19.0	16.9	14.2
Payer Mix (%)				
Medicare	44.2	43.8	43.6	46.8
Medicaid	34.7	33.1	32.8	29.6
Commercial	11.4	10.8	11.4	13.3
Self-Pay and County Medically Indigent	6.2	7.5	7.2	5.7
VA	1.2	1.6	2.3	2.5
Other	1.2	1.3	1.1	0.7
Discharge (%)				
Home	65.5	64.7	64.7	62.7
Post-Acute (SNF, IRF, LTACH, LTC)	23.1	21.7	20.5	20.9
AMA	3.6	4.6	4.9	6.2
Other - transfers (OSH, VA), hospice, prison	3.9	5.0	4.9	5.9
Psych	2.2	2.5	2.8	3.7

Death	1.9	2.1	2.0	1.8
Surgical MS-DRGs	14.6	15.1	14.0	12.7
Length of Stay (LOS)				
Total	6.60	6.78	7.23	7.68
Home	5.05	5.18	5.63	5.91
Post-Acute (SNF, IRF, LTACH, LTC)	10.00	10.62	11.80	12.77
AMA	4.61	4.49	4.10	3.69
Other - transfers (OSH, VA), hospice, prison	8.88	9.12	8.69	8.86
Psych	7.03	5.81	6.16	6.84
Death	10.27	9.69	9.34	13.24
Surgical MS-DRGs	11.83	11.17	12.17	13.87
LOS Index (observed to expected LOS)				
Total	0.95	0.96	0.99	1.10
Home	0.88	0.91	0.91	0.97
Post-Acute (SNF, IRF, LTACH, LTC)	1.02	1.03	1.09	1.29
AMA	0.81	0.77	0.76	0.74
Other - transfers (OSH, VA), hospice, prison	1.12	1.17	1.09	1.19
Psych	1.31	1.04	1.19	1.23
Death	0.97	0.90	0.99	1.47
Surgical MS-DRGs	0.94	0.90	0.98	1.10
Case Mix Index (CMI)				
Total	1.76	1.81	1.86	1.84
Home	1.57	1.60	1.70	1.67
Post-Acute (SNF, IRF, LTACH, LTC)	2.14	2.30	2.37	2.36
AMA	1.43	1.69	1.38	1.35
Other - transfers (OSH, VA), hospice, prison	1.97	1.94	1.91	1.83
Psych	1.77	1.34	1.42	1.35
Death	2.84	2.37	2.45	2.71
Surgical MS-DRGs	3.85	3.76	3.92	4.22

II. **PURPOSE**

The UNMH is seeking a highly qualified contractor with significant experience to provide acute inpatient hospitalist services. Offeror will work collaboratively with the current state hospitalist group as part of the Department of Internal Medicine, Division of Hospital Medicine. Offeror will provide a dedicated team of hospital-based physicians and mid-levels practitioners (if necessary). The successful offeror will enter into a contract with UNMH and will deliver medical care at UNMH for approximately 100 General/Hospital Medicine Patients per Average Daily Census, measured in a 30-day period, in a cost-effective manner with flexibility to accommodate short-term census fluctuations. Offeror will provide UNMH with consistent hospitalist services.

Hospitalists are physicians whose primary professional focus is the general medical care of hospitalized patients. Their activities include patient care, as needed by UNMH the scope may expand to teaching and

research if needed but it is not intended at this time. The hospital-based physicians shall deliver medical care in the areas including but not limited to acute admissions, medicine and surgical observation, clinical decision areas, and emergency department consultations. Offeror will provide hospitalists on site UNMH on a 24-hour/7 day basis with flexibility as needed for peak demands.

The emphasis would be on a non-(academic) hospitalist service working alongside the Hospital Medicine academic program based at UNMH. This is a challenging time for the health care industry and in particular for public hospitals like UNMH that continuously seek to optimize changes in reimbursement and medical practice. In response to UNMH’s commitment to provide culturally competent care and its diverse patient population, it is critical that the successful contractor be able to demonstrate a track record of successful, patient centered, proficient and sustainable implementation at acute hospitals. Offer shall allow for flexibility and fluctuations in patients counts.

III. 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. **Finalists may be invited for oral presentations and demonstrations at UNMH’s sole discretion at a date and time to be determined.**

UNMH may request and score references in its sole discretion during initial scoring or final scoring.

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

IV. A	ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY, IMPLEMENTATION AND REFERENCES-if requested by UNMH (Exhibit A, Section 1.A Below)	25	Points Possible
IV. B	TECHNICAL APPROACH (Exhibit A, Section 1.B Below)	50	Points Possible
IV. C	COST PROPOSAL (Exhibit A, Section 1.C Below)	25	Points Possible
	TOTAL	100	Points Possible

IV. SCOPE OF WORK

A. ORGANIZATIONAL EXPERIENCE, QUALITY, STABILITY, IMPLEMENTATION (25 Points Possible)

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

1. General Experience

i. Company Ownership and Management.

1. Company name
2. Address:
3. Phone:
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.

ii. Company Organization and Staff.

1. Attach and describe your organizational/staffing structure relative to operation and management of the requested services.
2. How specifically will your operational personnel interact with UNMH's staff and internal processes?
3. How specifically will your clinical personnel interact with UNMH's staff and internal processes?

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

1. Identification and authority of service manager, service team members and their project work experience.

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.
2. Provide experience working alongside academic hospital medicine program.
3. 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.

4. 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?
 5. Describe how you ensure regulatory compliance within all of your functions?
 6. Please indicate where the work will be performed (e.g. city, state, and country).
 7. What unique capabilities and client experiences differentiate you from your competitors?
 8. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.
 9. 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.
 10. List of any lawsuits filed against the Offeror with respect to provision of hospital services within a hospital setting, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending relevant to hospitalist services within a hospital setting.
 11. Describe the Offeror's approach to internally handling short-term census fluctuations.
2. Specific Experience. Please provide information with respect to offeror's hospitalist staff satisfaction, overall, tenure, quality and experience with respect to the following.
- i. **Hospitalist Staff Qualifications, Satisfaction, Certification, Tenure and Experience**
 1. Provide general staff qualifications, board certification rates, experience providing the required service.
 2. Provide overall clinical staff turnover rates.
 3. Provide percentage of Internal Medicine providers vs. Family Medicine providers available.
 4. Provide general length of time they have been providing inpatient hospitalist services.
 5. Provide general length of time hospitalist staff have worked with offeror.
 6. Provide a description of the type and duration of the business relationship that the Contractor's proposed project staff has with inpatient hospitalist services.
Provide clinician satisfaction survey and engagement ratings if available.
 7. Provide patient satisfaction information related to hospitalist staff performance.
 8. Clearly state how the required experience providing inpatient hospitalist services has been achieved. (Thoroughly describe, in the form of a

narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing the proposed services).

3. **Implementation.** Offerors should provide in their proposal an implementation timeline including essential milestones and activities, key employees and staff, credentialing, and other relevant activities necessary to commence services along with discussion with respect to the same. Offeror will provide an estimate of the earliest starting date for services following execution of the Agreement. UNMH's anticipated start date for services is **JULY 1, 2022**. Please confirm that you are able to meet this start date and if you are not able to meet this date please state a reasonable start date that you would be able to meet:

Offeror will submit a work plan with key dates and milestones. The work plan should include:

1. Identification of tasks to be performed;
2. Time frames to perform the identified tasks;
3. Project management methodology;
4. Implementation strategy; and
5. The expected time frame in which the services would be implemented.

- B. **TECHNICAL APPROACH (50 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. Offeror shall provide evidence of their company's ability to provide services per this RFP. Be sure to note any services, benefits, or competitive advantages offered by the offeror to UNMH. Clearly and in detail explain how you will fulfill each of the needs outlined below:

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. Provide a narrative summary of your organization's approach to meet the requirements of the project, as described in this Scope of Work Exhibit A Section IV.
3. 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 this Scope of work Exhibit A Section IV.
 - 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.
 - d. Include in your proposal how you plan to accommodate increased volume and cost associated when census necessitates.
4. Describe any value added services your firm provides.
 5. Please describe any areas of the Scope of Work Exhibit A Section IV., which your firm cannot meet.
- i. **Clinical.** Offerors proposal should include information establishing its ability to meet UNMH clinical needs as set forth below. Given the current state set forth in Paragraph I. Background A and B. above, please describe your recommended structure with respect to running a program with current state activities performed by UNMH and RFP activities performed by Offeror. Please describe recommended management and supervision of offeror staff, in collaboration with the existing UNM program.
 - a. General requirements
 1. Full inpatient services for general medical patients including history and physical exam, daily rounding, notes, procedures, discharge care, and documentation.
 2. Consultation with the Emergency Department for assistance in management of complex patients if requested by UNMH.
 3. Consultation on and co-management of surgical patients with medical comorbidities or high perioperative risk if requested by UNMH.
 4. Admission and management of patients admitted to the facility.
 5. Admission and management of patients who are admitted for social reasons following UNMH process.
 6. Offeror shall provide a dedicated team of hospital-based physicians to deliver medical care in the areas of (listed by priority):
 - i. UNMH acute admissions
 - ii. Medicine and surgery Observation (<2 day stays)
 - iii. Placement/disposition problems
 7. Proposal should include the Offeror's recommended mix of dedicated Hospitalists and Advanced Practice Provider as Offeror's may suggest as may be needed to care for approximately 100 patients.
 8. The Offeror's Physicians are available onsite if needed in the Emergency Department(ED) for evaluation of specific patients upon request.
 9. Performance requirements for physicians caring for acute and post-acute patients shall include but are not limited to the following:
 - i. Respond promptly and professionally to all calls and pages.

- ii. Respond to the ED for stable admissions with an average response time of 45 minutes.
- iii. Participate actively in ED flow improvement projects.
- iv. Provide hospitalist services with on-site coverage 24 hours each day to include admitting and cross coverage, 365 days per year.
- v. Complete all documentation in a timely manner and in keeping with the policies and procedures of the hospital and medical staff.
- vi. Utilize the existing EHR for documentation and order entry according to current policy.
- vii. Participate actively in all quality improvement and utilization review activities.
- viii. Participate actively with all clinical documentation improvement initiatives.
- ix. Participate in the consent process according to hospital policy.
- x. Actively utilize patient engagement techniques to achieve UNMH goals.
- xi. Assist in accreditation and compliance activities.
- xii. Participate in peer-to-peer review.
- xiii. Participate in utilization review activities.
- xiv. Work collaboratively with nursing and other ancillary departments.

b. Advanced Practice Provider (APP) Performance requirements

- 1. If any, on the hospitalist service will depend upon the roles and responsibilities given to the APPs. Requirements as specified by UNMH bylaws will be specified before the APP's start provision of care. APP's are required to work under daily supervision at UNMH as noted in UNMH bylaws.

c. Other Staff Members

- 1. Offerors will describe in detail any other additional staff that they plan to have on site during the engagement. Offeror should include role of staff person, expectations, and requirements.

d. UNMH Rights

- 1. UNMH in its sole discretion may reject staff recommendations from Offeror.
- 2. Right to remove physicians. UNMH should promptly advise Offeror of any questions or issues which arise concerning the professional qualifications, clinical performance, or professional problems associated with any provider. Offer agrees to use its best efforts to attempt to resolve any such questions promptly to the satisfaction of UNMH, including, without limitation, meeting and/or counseling with the provider; but, ultimately, if the problem has not been resolved to the satisfaction of UNMH,

UNMH reserves the right to require the removal of the subject provider from service at the UNMH facility, outside of of UNMH hospital standard polices.

- ii. **Outcomes/Goals/Metric.** Offerors proposal should include information regarding services available to enhance the clinical quality of care for patients at the UNMH and UNMH hospitals and improve the clinical, logistical, and fiscal outcomes as well as improve provider communication, length of stay, cost per case, and 30- and 90-day all cause re-admission rates. Contractor should demonstrate their approach to driving improvements in performance in all the areas below but not limited to:
 - a. Quality Improvement
 1. Improving financial performance on key DRGs
 - i. How has your company been successful in improving financial and quality performance on key DRGs? Please provide examples or details outlining this improvement.
 2. Discharge facilitation
 3. Patient Satisfaction
 4. Patient Safety Indicators
 - i. Develop and maintain patient safety and performance improvement programs to monitor and improve the quality of care provided
 5. Transitions among providers
 6. Documentation
 7. Evidence based protocols
 8. Improving HCAHPS Scores
 9. Improving Length of Stay LOS and Reducing Readmissions
 10. Ensuring Appropriate Admissions and Use of Observation Care
 11. Client Satisfaction
 12. Improving Quality Outcomes
 - i. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? Please provide samples/examples of your program
 13. Offeror will provide a statement of the Offeror's service approach and will describe any unique benefits to University from doing business with Offeror. Offeror will briefly describe its approach for each of the required services identified in Section 4 Scope of Work of this RFP.
 - b. Return on investment
 1. Please discuss and review return on investment that UNMH is likely to receive with contracting with your firm.
 - c. KPI's
 1. UNMH should assess current state of hospitalist program, including performance, integration, leveraging of personnel, and collaboration with service lines and departments

2. UNMH should analyze performance with respect to best practices
 3. Key Performance Indicators (KPI) such as length of stay for acute admits, percentage of 23 hour observation patients discharged, percentage of observation patients admitted, and quality measures of performance should be tracked by UNMH
 4. The following metrics represent key indicators that should be tracked by UNMH to monitor performance and reporting processes.
 - i. Volume data
 - ii. Case Mix
 - iii. Patient Satisfaction
 - iv. Length of Stay
 - v. Hospital Cost and Ancillary Utilization
 - vi. Productivity Measures
 - vii. Provider Satisfaction
 - viii. Mortality
 - ix. Readmission Rates
 - x. The Joint Commission (TJC) Core Measures
- iii. **Administrative (Reporting, IT, Admin. Staff, Credentialing, Supplies, Parking, Space, Ect.)** Clearly and in detail describe any resources UNMH is required to provide

and to what extent do you anticipate using UNMH staff time; including but not limited to staffing, supplies, space, access, technology, equipment, etc.

a. Space

1. Offer should provide details on space needed from UNMH if necessary in order to support the services. operate requested service.

b. Parking

1. Offeror will work with UNMH regarding Hospitalist and staff for parking needs.

c. Reporting and EMR Access

1. Offeror will provide details on Access needs for Electronic Medical Record (EMR), and if access is required onsite or remote.
2. Provide details on any additional software or web based system needs.
3. Provide details on what information is needed from UNMH such as patient information or billing. Also, provide details on how this information should be shared and accessed.
4. Offeror will provide details on any IT support or other clerical support provided by Offeror or requested to be provided UNMH to perform requested service.
5. Offeror will describe the types of reports or other written documents Offeror will provide and the frequency of reporting. Please include samples of reports and documents.

d. IT Security

1. Offeror will cooperate with all UNMH IT requirements with respect to data and network security and will sign a Business Associate Agreement if required by UNMH.
2. At its sole cost and expense Offeror will complete and submit **Exhibit I-** Information Security Plan Information.
3. Vendor should provide workflow diagram of application/system for security control point understanding.
4. Describe access controls at all points.
5. Describe your remote access requirements.

e. Staffing

1. Provide details on difficulties do you anticipate in serving UNMH and how do you plan to manage these?
2. What additional staffing resources will be required from UNMH?
3. Offeror will cooperate and work with all necessary departments including but not limited to Human Resources, IT, Clinical Engineering, Accounts payable, etc.

f. Supplies

1. Provide details on additional supplies you will require from UNMH?

g. Credentialing

1. UNMH will require successful Offerors to perform services to included but not limited to the below for UNMH for the duration of an agreement: (1) hold a valid and unrestricted license to practice medicine in the State of New Mexico; (2) hold a valid, unrestricted registration from the Federal Drug Enforcement Administration and the New Mexico Department of Public Safety to dispense and administer controlled substances; and (3) hold and maintain status as a Medicare and Medicaid provider physician. Contractor's providers are or will become and remain a member in good standing of the Medical Staff of UNMH and the faculty of UNMH through a Letter of Academic Title.
2. Offeror will comply with UNMH Code of Conduct, rules, regulations, policies and procedures; UNMH Medical Staff Bylaws, rules and regulations, including requirement of Board Certification or Board Eligibility in Family Medicine or Internal Medicine.
3. Offeror shall cooperate in timely credentialing/privileging per UNMH Medical Staff Bylaws. Credentialing process can take 90-120 days based on the current requirements.
4. Offeror shall comply with all reasonable requests and requirements from UNMH regarding credentialing. Any and all such credentialing work should be included in Offeror's scope of work and will not require additional compensation.
5. Offeror shall cause the physician to remain, at all times, in compliance as a member in good standing at UNMH to which any such physician is assigned and abide by the Medical Staff bylaws, Medical Staff rules and regulations, and Medical

Staff policies and procedures (collectively, the “Medical Staff Bylaws”) of UNMH.

iv. **Billing/ Financial**

1. Proposals should be submitted with the assumption that the selected firm to be responsible for seeking reimbursement from all applicable payors with respect to services rendered. However, UNMH reserves the right to take responsibility for payor billing. Amounts due from UNMH to Offeror to pay for services rendered shall be reduced by such amounts received by payors.
2. UNMH may require professional billing and diagnosis data to be provided by the supplier to UNMH in order to allow UNMH to provide a combined bill to its patient.
3. Offeror will comply with Debt collection and Surprise billing laws and regulations, including but not limited to such laws in the state of New Mexico.
4. Offeror will provide collections history, initial collection and denials, and any additional information pertaining to efficiency of billing.
5. Offeror will comply will all billing laws, rules and regulations including but not limited to Charity Billing, Honor Policy, Financial Assistance Policy, Medicaid Pending, and others.
6. Offeror will comply with all New Mexico State laws regarding patient billing.
7. Offeror will collaborate and share information with UNMH Finance and Billing department as necessary.

C. COST PROPOSAL (25 Points Possible)

- i. Offerors should complete the Cost Response Form in **EXHIBIT H** and list the types of costs and expenses that will comprise the numbers set forth in paragraphs below. All charges listed on **EXHIBIT H** must represent expenses that make up their proposed cost for operating the hospital unit.
 1. Pricing reflects the full Scope of Work defined herein; inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. There should be no other bills, invoices delivered to UNMH.
 2. Information with respect to Offerors billing and collection history may be included in the Technical component scoring.
- ii. **Offeror should include a bottom line number that will be used for scoring purposes for year 1 and year 2 of the agreement.** This includes 100% of Offeror’s cost, fees, and expenses to be invoiced to UNMH to perform the services as set forth in the RFP. Price remain the same for the initial 2 years, price increase capped at CPI Medical care.
- iii. Offeror should provide **the cost for operating** a hospital unit, **anticipated total payor collections**, and **anticipated total billings** as set forth in this rfp, utilizing the payor mix stated in

I. Background Section B. above, and based on experience and past collection and billing history. Consider a hypothetical program for 100 patients, with anticipated billings in the amount of \$100 million annually.

- iv. Offeror should outline billing policies, aggressiveness regarding billing collection, denials process, audit process, and transparency on billing process.

EXHIBIT B
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 \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly 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 C
AUTHORIZED SIGNATURE PAGE**

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.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

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

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

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

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT D
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

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 _____

<p>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)</p>	<p>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.</p>
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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-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301.

(Rev. 6/2002)

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

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

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

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

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

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

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

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

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

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

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

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

3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

EXHIBIT F
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE: The Offeror shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705, ACORD, 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

Offeror will procure and maintain in effect during the term of any resulting Agreement in respect to itself and to each of the providers that would be practicing at UNMH and any necessary "tail" periods: (1) general liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million aggregate; and (2) as applicable, professional liability insurance coverage within minimum limits both per occurrence and in aggregate to adequately protect UNMH; and (3) workers' compensation insurance coverage within statutory limits of the state in which Business Associate is located. Upon request, Business Associate shall provide evidence of continuous coverage to Covered Entities. **UNMH continues to evaluate the insurance requirements and will be posting an amendment to the RFP to update these requirements.**

OFFEROR'S VEHICLE LIABILITY INSURANCE:

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

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

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

The Offeror shall either:

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

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

EXHIBIT G

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

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

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

**EXHIBIT H
COST PROPOSAL**

1. **Total Project Cost** – In this **Exhibit H**, 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, as noted in Exhibit A, IV. Scope of Work, C. Cost proposal.
2. **A description of additional charges for any extra services – including a not to exceed amount.**
3. Prices shall remain firm throughout the initial contract year whichever is longer. Price increases shall be subject to mutual written agreement signed by UNMH and Offeror.

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>Year 1</u>	<u>Year 2</u>	<u>Yearly % Increase</u>	<u>UNM Extended Price</u>
Billing (Exhibit A, IV. Scope of Work C. Cost Proposal iii.)				
Collections: (Exhibit A, IV. Scope of Work C. Cost Proposal iii)				
Operations: (Exhibit A, IV. Scope of Work C. Cost Proposal iii)				
Bottom Line Cost: (Exhibit A, IV. Scope of Work C. Cost Proposal ii)				

Any additional applicable costs should be clearly identified here.

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

EXHIBIT I
Information Systems Security Plan
(See Additional Attachment)