

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: JANUARY 10TH, 2023

RFP P476-22 THIRD PARTY ADMINISTRATOR-UNMH PROGRAM- (AS DEFINED IN EXHIBIT A. PARAGRAPH B.)

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 FRIDAY JANUARY 27th.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal. Any proposal received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered and will be returned unopened. All information must be entered in ink or typed and corrections must be initialed. Proposals must be in a sealed envelope and must be clearly marked with the RFP number and submission deadline (as listed above) in the lower left-hand corner.

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

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

Name and Title: Shannon Rodgers, Procurement Specialist
Contact Info: 505-272-9571, sjrodgers@salud.unm.edu
Address: 933 Bradbury Drive, SE, Suite 3165 Albuquerque, NM 87106

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

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SECTION I. INTRODUCTION AND GENERAL INFORMATION

The purpose of this Request of Proposals (RFP) 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 3 year(s)**, with an option to renew for additional terms as may be provided for in NMSA 13-1-150 (Multi-Term Contract). Term of the contract(s) is contingent upon funding of the project and satisfactory contract compliance by the Offeror, as determined by UNMH. 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, MONDAY JANUARY 16TH, 2023.**

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

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

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

1.8 Clarification of Offeror's Proposal

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

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

- 1.9.1 Verify any Offeror statement or claim by whatever means the UNMH deems appropriate, including contacting persons in addition to those offered as references, and to reject any Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- 1.9.2 Access the Offeror's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability; and
- 1.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to UNMH verifying such information.

SECTION II. PROPOSAL COPIES AND FORMAT

2.1 Number of Responses and Copies

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

- 2.1.1 Proposals should be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP P476-22 THIRD PARTY ADMINISTRATOR Project**.
- 2.1.2 **Proposal - One (1) ORIGINAL, Two (2) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPIES should 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) 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 D)
- C. Proposal Summary (Optional)
 - 1. Organizational Experience, quality and stability (Exhibit B, Section 1.A)
 - a. Company Ownership & Management
 - b. Company Organization and Staff
 - c. Management Approach
 - d. Company Experience
 - 2. Technical Approach (Exhibit B, Section 1.B)
 - a. Scope of Work Requirements (1.B.i)
 - b. IT security Requirements (1.B.ii)
- D. Exhibits
 - 1. Resident Veterans Certificate (Exhibit C) (If Applicable)
 - 2. Small & Small Disadvantaged Business Certification (Exhibit E)
 - 3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit F)

4. Insurance Requirements (Exhibit G)
 5. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1910) (Exhibit H)
 6. Cost Proposal (Exhibit I)
 7. Information Security Plan (Exhibit J)
- E. Offeror's Additional Terms and Conditions (if applicable)
- F. Other Supporting Material (If applicable)

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

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

SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

SECTION IV. REQUEST FOR PROPOSAL GENERAL TERM AND CONDITIONS.

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

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

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

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

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

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

19. **GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
20. **RIGHT TO PROTEST.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMH Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMH web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
21. **STATE AND LOCAL ORDINANCES.** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
22. **INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH's IT division. The successful Awardee may be required to complete the UNMH's Information Security Plan Information and submit to UNMH's IT department for approval. Failure to complete form upon UNMH's request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
23. **TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.
24. **QUANTITIES.** UNMH may purchase all, some or none of the elements described in this proposal or Offerors responses. In addition, actual quantities may fluctuate up or down based on UNMH needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
25. **AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.
26. **DAMAGE AND SECURITY OF UNMH PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNMH against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
27. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNMH's authorized representative prior to commencement of the work.
28. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or

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

Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of any resultant Purchase Order/Agreement.

- 39.SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
- 40.SITE INSPECTION. The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheer.

**EXHIBIT A
SCOPE OF WORK**

1. 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.** UNMH 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 UNMH 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. UNMH also utilizes Cerner registration and scheduling solutions. UNMH 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. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract(s) through competitive negotiations for the procurement of a Third-Party Administrator (TPA) with extensive experience administering plans targeted to members with income below 200% and having experience in working with public hospitals around plan design and member services management. The selected TPA will work in collaboration with UNMH for existing indigent patient populations receiving UNMH services and those receiving financial assistance through UNMH with incomes up to 200% FPL (the Program). This Program could also be expanded to include other low-income indigent populations around New Mexico, and otherwise expanded to meet the needs of the Program. It is anticipated that between 5,000 and 15,000 unique members will be enrolled during the first 12 months of the contract term. If UNMH determines in its sole discretion to expand the Program in size or scope. The TPA would be expected, via contract amendment, to support any potential expansions in scope of the plan, which could include additional indigent, non-indigent, non-employee or even employee participants, should such expansion meet the needs of the UNMH Program.

C. SCOPE OF WORK

- i. The selected TPA would be expected to perform any functions reasonably required to support administration of the program, including but not limited to following:
 - a. Customer Service and Call Center Management Activities and developing and distributing member plan information.
 - b. Clinical Data analytics and reporting for member populations.
 - c. Disease Management information reporting
 - d. Financial Reporting
 - e. Claims management and processing and payment of claims.
 - f. Financial auditing and monitoring
 - g. Risk Stratification for members
 - h. Development of Plan Benefit Design
 - i. Coordination of benefits and third-party liability.
 - j. Network Management functions
 - k. Population Health and ability to address Social Determinants of Health.
 - l. Quality Improvement activities and performance measurement through comprehensive quality dashboard.

- m. Ability to interface and contract with pharmacy benefit management.
 - n. Participate in member satisfaction surveys and activities.
 - o. Provide governmental and regulatory reporting as needed.
 - p. Please describe offeror and its staff's experience working with New Mexico and NMDOH.
- ii. UNMH requires a Go-live date of July 1, 2023.
- a. Please confirm ability to meet Go-live of July 1, 2023.
 - b. Please provide a "roadmap" of tasks to be completed in order to go live.
 - c. Please provide a full implementation plan with dates associated.
 - d. Please identify potential barriers or hurdles with the implementation process and recommendations to effectively resolve same.
 - e. Please identify best practices to ensure a timely implementation.

**EXHIBIT B
EVALUATION CRITERIA**

1. EVALUATION CRITERIA

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

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

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

UNMH may choose to make an award after initial scoring or at any time during the evaluation process. UNMH may re-score in full or in partial after the oral presentations and demonstrations. Finalist 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.

A	ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (<i>Offerors should provide evidence and information supporting their experience/quality/stability with respect to Exhibit A. Paragraph B, C, and Exhibit B Section 1.A below, and references if deemed necessary</i>)	30	Points Possible
B	TECHNICAL APPROACH AND IT SECURITY (<i>Offerors should provide evidence and information supporting their ability to perform the Scope set forth Exhibit A. Paragraph B, and C above and Exhibit B, Section 1.B below</i>)	45	Points Possible
C	COST PROPOSAL (<i>Exhibit C, and Exhibit I below</i>)	25	Points Possible
	TOTAL	100	Points Possible

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

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

i. Company Ownership and Management.

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

ii. Company Organization and Staff.

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

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

1. Identification and authority of project manager; project team members; their project work experience, and the amount of time team members have worked together on cost segregation studies.

iv. Company Experience.

1. Provide a brief narrative of the Offeror's history of the company and leadership structure of the company, proven experience, capabilities and resources, at both organizational and individuals levels as a provider of cost segregation work.
2. What is your company's required certification/licensure? What current certifications does your employees currently possess? Does your organization require all auditors to be certified or licensed? If yes, please describe those credentials.
3. How do you ensure successful partnerships with your clients? What will your expectations be of UNMH's staff in order to ensure a harmonious working relationship?

4. Describe how you ensure regulatory compliance within all of your functions?
5. Please indicate where the work will be performed (e.g. city, state, and country).
6. What unique capabilities and client experiences differentiate you from your competitors?
7. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.
8. Has the firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm. If so, please explain in detail.
9. UNMH will give scoring preference to Offerors who submit evidence of experience acting as a TPA for low income and charity care plans.

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

i. Scope of Work Requirements

1. Offeror must agree to perform the Scope of Work. Note, an Offeror's passing this mandatory requirement does not constitute the UNMH's acceptance of any alternate language that may be proposed by the Offeror.
2. What technology does your company use?
3. Provide a narrative summary of your organization's approach to meet the requirements of the project, as described above in **Exhibit A, Scope of Work**.
4. Describe your organization's approach to the project including:
 - a. A description of specific tools, methods, techniques used to complete the deliverables for described in the **Exhibit A, Scope of Work**.
 - b. How your firm will interact with UNMH staff and faculty. Identify the services you will provide versus services you will expect others inside or outside of our organization to do; whether you sub-contract or partner with any other entities to provide the services outlined in your response.
 - c. Description of resources UNMH is required to provide and to what extent do you anticipate using UNMH staff time.
5. Describe any value added services your firm provides.

6. Please describe any areas of the **Exhibit A, Scope of Work**, which your firm cannot meet.
7. Please UNMH will give strong scoring preference to Offerors who submit evidence of their superior processes and methods for acting as TPA for low income and charity care plans.

ii. **IT Security Requirements**

1. The Offerors shall complete and submit **Exhibit J– Information Security Plan**.
2. 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.
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.
6. Provide remote support capabilities for UNMH personnel.
7. Does your system provide controls to limit access to unauthorized users? Please explain.
8. Does your product provide access to individual system functions through a hierarchy of privileges defined by the data owner?
9. Provide controls, logging capability and audits of user access to patient information based on user ID?
10. Does your system have the ability to prevent the download of patient information to hard drives, other media and printers? Please Explain
11. Does your system have an electronic audit trail of access to all users who have accessed or updated a patient record, including date and time stamps, and location of access?
12. Provide security training capabilities or offerings.
13. Provide web-based or other monitoring tool information.
14. Provide web or networking dependencies.
15. Provide information on the biometric or other two factor authentication of your system.
16. Provide contractual guarantee to provide updates, software releases and upgrades to ensure HIPAA/HITECH compliance and/or other regulations with no cost?
17. Tell us how your system complies with HITECH NIST transport layer security and data at rest encryption protocols?

C. **COST PROPOSAL (25 Points Possible)**

- i. Offerors should complete the Cost Response Form in **EXHIBIT I** and provide your Per Member Per Month (PMPM) pricing details below to meet full compliance of scope and requirements as defined in this RFP. All charges listed on **EXHIBIT I** must include everything necessary to complete the scope of work:

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.
- ii. **Offeror should include a bottom line number that will be used for scoring purposes for year 1, 2, and 3 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.
- iii. Offeror should provide the cost to provide services based on an estimated 5,000 members in year one (1) with an anticipated claim volume of around \$40 million through the first year and gradually increasing over time. For purposes of cost analysis for this RFP, we will assume 5,000 members for years 1 through 3.
- iv. Offeror should provide any additional cost if UNMH does not reach the 5,000 anticipated membership level as assumed. For example, UNMH only reaches 4,000 members, please specify additional cost. All additional costs should be estimated on a PMPM basis assuming 5,000 members or an estimated monthly charge.

EXHIBIT C
RESIDENT VETERANS PREFERENCE CERTIFICATION

CHECK IF N/A _____

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

Please check one only:

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

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

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

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

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

(Signature of Business Representative)*

Date:

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

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

**EXHIBIT D
AUTHORIZED SIGNATURE PAGE**

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 E
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

CHECK IF N/A _____

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

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

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

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

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

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

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

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

Company Name: _____

Telephone: _____

Street Address: _____

County: _____

City: _____

State & Zip: _____

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

Check All Categories That Apply:

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

Signature and Title of Individual Completing Form: _____

Date _____

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

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

THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301.

(Rev. 6/2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT G
INSURANCE REQUIREMENTS**

OFFERORS SHALL BE REQUIRED TO PROVIDE ALL INSURANCE REQUIRED BY NM LAW (NMSA 1978, Section 59A-12A- 1 et seq) AND REGULATIONS WITH RESPECT TO THIRD PARTY ADMINISTRATION OF A HEALTH PLAN IN ADDITION TO SUCH INSURANCE SET FORTH BELOW.

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 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

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

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

OFFEROR'S VEHICLE LIABILITY INSURANCE:

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

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

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

The Offeror shall either:

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

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

EXHIBIT H

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

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

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

**EXHIBIT I
COST PROPOSAL**

1. **Total PMPM Project Cost** – On this **Exhibit**, provide your Per Member Per Month (PMPM) 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:
 - a. **Offeror should include a bottom line number that will be used for scoring purposes for year 1, 2, and 3 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.
 - b. Offeror should provide the cost to provide services based on an estimated 5,000 members in year one (1) with an anticipated claim volume of around \$40 million through the first year and gradually increasing over time. For purposes of cost analysis for this RFP, we will assume 5,000 members for years 1 through 3.
 - c. Offeror should provide any additional cost if UNMH does not reach the 5,000 anticipated membership level as assumed. For example, UNMH only reaches 4,000 members, please specify additional cost. All additional costs should be estimated on a PMPM basis assuming 5,000 members or an estimated monthly charge.
2. The Offeror should provide as an additional cost below any amounts in excess of the PMPM. Any additional costs must be inserted as a monthly estimate.
3. Prices shall remain firm throughout the initial contract term, unless offeror submits a specific PMPM dollar amount. Price increases shall not be submitted in the form of a percentage, in the form of a CPI index, or subject to mutual agreement.

Any charges not specifically identified in this section of your response will be considered free of charge.

Project Component: (break costs out annually, year 1 year 2, etc. and distinguish if they are one-time fees or re-occurring)					
Description	Monthly Cost	Year 1 (Monthly x 12)	Year 2 (Monthly x 12)	Year 3 (Monthly x 12)	3 Year total
Per Member Per Month (PMPM) (Assuming 5,000 as noted above in paragraph b.)					
Additional cost if member level not obtained (4,000 members as noted 1. c. above)					
Additional costs (2. above)					
Additional costs (2. above)					
Additional costs (2. above)					
Additional costs (2. above)					
Total Cost					

