

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

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

ISSUANCE DATE: Friday July 31st, 2026

RFP P517-26 RETIREMENT AND COMPENSATION CONSULTING

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 Tuesday August 18th, 2026** 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 and Title:	Shannon Rodgers, Procurement Specialist
Contact Info:	505-272-9571 sjroddgers@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.

The UNMH will recognize as confidential only on those elements in each response, which are readily separable from the proposal into its own section and which are clearly marked as “CONFIDENTIAL” or “PROPRIETARY” in order to facilitate eventual public inspection of the non-confidential portion of the proposal. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

UNMH will ignore markings of “CONFIDENTIAL” on proposal cover sheets or on every page. Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind the UNMH to protect the designated matter from disclosure. Do not mark your cover page confidential. Do not put the word “confidential” on every page. Do not identify pricing as confidential.

If you identify any portions of our proposal as confidential or as a trade secret, you agree, by submitting your proposal, that UNMH’s sole obligation in connection with an IPRA request relating to your proposal is to provide you with notice of the IPRA request so that you may seek relief as you may deem appropriate. UNMH reserves the right to reject any proposal not in compliance with this paragraph.

The UNMH shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked “CONFIDENTIAL” or “PROPRIETARY” or if disclosure is required by law, regulation, subpoena,

order of the court or other legal requirements that purports to compel disclosure, including without limitation, the IPRA.

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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, Purpose and 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 four (4) 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). 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 August 5th, 2026.**

- 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 P517-26 RETIREMENT AND COMPENSATION CONSULTING**.

2.1.2 **Proposal - One (1) ORIGINAL, Two (2) HARD COPY, 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) 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) (Required)
- C. Proposal Summary (Optional)
 1. Organizational Experience, quality, stability, (Exhibit A, Section IV. A)
 - a. Company Ownership & Management
 - b. Company Organization and Staff
 - c. Management Approach
 - d. Company Experience
 - e. References
 2. Technical Approach (Exhibit A, Section IV. B and II. Purpose)
 3. Retirement Consulting Expertise (Exhibit A, Section IV. B. A and II. Purpose, III. Scope of Work A)
 4. Compensation Consulting Expertise (Exhibit A, Section IV. B. B and II. Purpose, III. Scope of Work B)
 5. Cost Proposal (Exhibit A, Section IV C) (Exhibit H)
- 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)
- 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. **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 insure 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. **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.

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

BACKGROUND, PURPOSE, EVALUATION CRITERIA AND SCOPE OF WORK

I. **BACKGROUND**

A. **General Overview**

- i. **University of New Mexico Hospital (UNMH)**, located at 2211 Lomas Boulevard NE, Albuquerque, New Mexico 87106, is New Mexico's only academic medical center and the state's largest teaching hospital. UNMH is a public, tertiary-care teaching hospital with approximately 609 licensed beds and serves as New Mexico's only Level I Trauma Center. The hospital also operates the state's only dedicated children's hospital and provides highly specialized services that are not otherwise available within New Mexico. As a safety-net provider, UNMH is committed to delivering high-quality, accessible healthcare to all New Mexicans, regardless of their ability to pay.
- ii. **UNM Sandoval Regional Medical Center (SRMC)**, located in Rio Rancho, New Mexico, is a community hospital and a campus of University of New Mexico Hospital. As a 72-licensed-bed acute care facility, SRMC combines the personalized care of a community hospital with the expertise, resources, and academic mission of New Mexico's only academic health system.
- iii. UNMH is seeking consulting partners who understand the unique challenges and opportunities associated with supporting a large, complex academic healthcare system.

B. **Background**

UNMH employs approximately 8,837 employees across multiple facilities and service lines. The workforce includes advanced practice providers, nursing staff, allied health professionals, administrative and professional staff, information technology personnel, facilities and operations staff, and support services employees. UNMH maintains approximately 1,229 job classifications within a market-based salary structure consisting of 12 pay grades. UNMH currently utilizes Mercer for its employee retirement and compensation consulting services and Fidelity Investments for its recordkeeping services.

Covered retirement plans are not subject to ERISA and include three qualified and one nonqualified plan as follows:

- 403(b) Tax Sheltered Annuity
- 457(b) Deferred Compensation Plan
- 401(a) Plan
- 415(m) Plan

Employer contributions of 2% (staff positions) or 4% (designated management positions) of regular pay are made into the 403(b) plan every bi-weekly payroll for each benefits-eligible employee who has completed one year of continuous benefits eligible service. The employer also matches all employees' contributions at 100% up to 4% of regular pay. Employees are automatically enrolled at date of hire with a 4% employee contribution which automatically escalates by 1% every year until the employee reaches a contribution of 10%.

The 403(b) vesting schedule is twenty-five percent (25%) at three (3) years of continuous service, 55% at four (4) years of continuous service, and one hundred percent (100%) at five (5) years or more continuous service. Non-continuous service, including prior periods of employment, is credited towards the vesting schedule as long as the service gap is less than one year.

All employees are eligible from date of hire to may make voluntary payroll contributions into the 403(b) and/or the 457(b) retirement plans up to annual IRS limits, including catch-up contributions. Approximately ninety-one percent (91%) of all active, eligible employees make voluntary contributions. Plan assets in the 403(b) plan total approximately \$875 million. Plan assets in the 457(b) plan total approximately \$84 million.

II. PURPOSE

University of New Mexico Hospital (UNMH), is seeking proposals from qualified consulting firms to provide comprehensive Retirement and Compensation Consulting Services. The selected consultant(s) will serve as a strategic partner to support UNMH's goals of maintaining competitive, equitable, and compliant compensation and retirement programs that attract, retain, and engage a high-performing workforce.

The consultant will be expected to provide expert guidance, analysis, benchmarking, and recommendations related to retirement plan governance, fiduciary responsibilities, investment oversight, participant outcomes, compensation strategy, job classification, market pricing, salary structure administration, and workforce compensation analytics. Services should be tailored to the unique needs of a large healthcare and academic organization and align with industry best practices, regulatory requirements, and organizational objectives.

UNMH seeks a consultant with demonstrated experience supporting complex healthcare systems and employers with diverse employee populations. The selected consultant must possess expertise in retirement plan consulting, compensation program design, market benchmarking, regulatory compliance, governance, and workforce analytics.

The consultant will work collaboratively with Benefits, Compensation, Finance, Legal, Executive Leadership, and other stakeholders as necessary to provide proactive recommendations, data-driven insights, and responsive support. The consultant should be capable of addressing both ongoing operational needs and strategic initiatives, while providing exceptional client service and access to subject matter experts.

The scope of services described herein is intended to establish a framework for a long-term consulting partnership. Respondents should clearly describe their approach, methodologies, available resources,

service model, and value-added services that will assist UNMH in achieving its compensation and retirement program objectives. Additional scope of works and or contracts or price agreements may be requested as a result of the initial work described herein.

III. **SCOPE OF WORK:** Understanding that retirement and compensation are separate service categories, respondents may submit proposals for one or both service lines. The scope is separated into two parts below.

A. **Compensation Scope of Services-** As requested by UNMH, the consultant may be asked to do any of the following below:

- i. Compensation Strategy and Program Design
 1. Assess UNMH's overall compensation philosophy and strategy.
 2. Evaluate alignment of compensation programs with organizational goals.
 3. Provide recommendations regarding market competitiveness and internal equity.
 4. Assist with development and refinement of compensation practices and procedures.
 5. Support questions about pay transparency initiatives and wage laws.
 6. Provide guidance on compensation related questions and decisions
 7. Respond to ad hoc compensation questions (e.g., promotions, counteroffers, etc.)
 8. Notify UNMH of regulatory trends or legal issues affecting compensation
- ii. Market Pricing and Benchmarking
 1. Conduct market pricing studies for new and existing positions.
 2. Evaluate external market competitiveness.
 3. Utilize reliable healthcare, academic, and regional salary survey data.
 4. Benchmark positions against peer healthcare organizations.
 5. Provide recommendations regarding salary structures and pay ranges.
- iii. Compensation Structure Administration
 1. Review and evaluate salary band adjustments or job leveling approaches.
 2. Recommend grade assignments for new and revised positions.
 3. Analyze salary compression, inversion, and equity concerns.
 4. Evaluate exempt and non-exempt classifications.
 5. Support development and maintenance of career ladders.
- iv. Job Evaluation and Classification
 1. Conduct job evaluations and classification reviews.
 2. Assess organizational alignment of job descriptions.
 3. Recommend appropriate compensation grades.
 4. Support development of new job classifications.
 5. Review and recommend career progression opportunities.
- v. Workforce and Pay Equity Analysis
 1. Conduct pay equity analyses.
 2. Review compensation practices for consistency and fairness.
 3. Identify and advise on potential risks related to pay disparities.
 4. Recommend corrective actions when appropriate.
 5. Evaluate compensation trends by demographic and workforce segments.
- vi. Executive and Leadership Compensation
 1. Benchmark executive leadership compensation.

2. Review and offer guidance on incentive plans, bonus structures and variable pay programs.
3. Assess executive compensation competitiveness.
4. Provide governance recommendations.
- vii. Incentive and Recognition Programs
 1. Evaluate existing incentive plans.
 2. Recommend performance-based compensation structures.
 3. Review recognition and reward programs.
 4. Assess alignment between performance and pay.

B. **Retirement Scope of Services**- As requested by UNMH, the consultant may be asked to do any of the following:

- i. Plan Governance and Fiduciary Support
 1. Attend and support retirement plan committee meetings.
 2. Assist with development and maintenance of committee charters and governance documents.
 3. Provide fiduciary guidance and best-practice recommendations.
 4. Prepare meeting materials, agendas, minutes, and action-item tracking.
 5. Assist with compliance with applicable fiduciary standards and regulations.
- ii. Investment Advisory Services
 1. Monitor and evaluate investment options.
 2. Conduct investment performance reviews and benchmarking.
 3. Recommend additions, replacements, or changes to the investment lineup.
 4. Review and maintain the Investment Policy Statements (IPS).
 5. Provide quarterly investment reports and analysis.
 6. Assist with target-date fund and qualified default investment alternative (QDIA) evaluations.
- iii. Vendor and Recordkeeper Management
 1. Review recordkeeper performance and service levels.
 2. Benchmark fees and services against comparable organizations.
 3. Assist with contract negotiations and fee reviews.
 4. Coordinate vendor searches (RFPs) and assist with transition when necessary.
 5. Evaluate participant service models and technology offerings.
- iv. Regulatory Compliance Support
 1. Provide guidance regarding:
 2. ERISA compliance (Although UNMH is not subject to ERISA, we try to follow ERISA practices when possible.)
 3. IRS regulations
 4. Department of Labor requirements
 5. SECURE Act and other legislative changes
 6. Advise of proposed and current legislation that may impact employee retirement programs
 7. Assist with correction programs and operational compliance issues.
 8. Review and advise on plan documents and amendments.
 9. Coordinate with legal counsel and auditors as needed.
- v. Plan Design Consulting
 1. Evaluate plan provisions and recommend enhancements.

2. Analyze employer contribution formulas.
3. Assess automatic enrollment and automatic escalation features.
4. Provide cost and utilization analyses for proposed plan changes.
- vi. Participant Outcomes and Retirement Readiness
 1. Analyze participant demographics and savings behaviors.
 2. Develop and review retirement readiness metrics and reporting.
 3. Identify populations at risk of inadequate retirement savings.
 4. Recommend strategies to improve participation and deferral rates.
 5. Assess effectiveness of employer matching and other plan features.
- vii. Reporting and Analytics
 1. Provide quarterly and annual plan reports.
 2. Benchmark plan metrics against peer organizations.
 3. Analyze participation, deferral rates, loan activity, and investment utilization.
 4. Prepare executive summaries and recommendations.
- viii. Special Projects
 1. Plan mergers or acquisitions
 2. Plan audits
 3. Ad hoc participant communications
 4. Advise on cybersecurity-related industry best practices and emerging risks.
 5. Provide advice on complex problems and services related to retirement benefits administration and related areas and assist in their resolution.

IV. 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 request additional information, conduct interviews or presentations with selected respondents, or negotiate with one or more respondents.

Finalists may be invited for oral presentations and demonstrations at UNMH's sole discretion. UNMH may score references in its sole discretion during s RFP scoring process.

UNMH shall score each proposal which includes both IV. B. A and IV. B. B. However, in the sole discretion of UNMH, UNMH may make separate awards to separate offerors for each Retirement and Compensation, in which case it shall separately score for each proposal received, and make awards to one or separate vendor for IV. B. A and IV. B. B. Offerors are not required to submit a proposal for both IV. B. A. & IV. B. B. However, separate proposals for Retirement and Compensation Consulting only may not be scored if UNMH determines its interests are best served by making a combined award.

Respondents should address each of the following questions in the order presented. Responses should be clear, concise, and include examples where appropriate. Understanding that retirement and compensation are separate service categories, respondents may submit proposals for one or both service lines.

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

IV. A	<u>ORGANIZATIONAL EXPERIENCE, FIRM OVERVIEW, QUALITY, STABILITY, PROJECT TEAM (Exhibit A, Section IV. A)</u>	30	Points Possible
IV. B	TECHNICAL APPROACH (Exhibit A, Section IV. B and II. Purpose)	20	Points Possible
IV. B. A	RETIREMENT CONSULTING EXPERTISE (Exhibit A, Section IV. B. A and II. Purpose, III. Scope of Work A)	20	Points Possible
IV. B. B	COMPENSATION CONSULTING EXPERTISE (Exhibit A, Section IV. B. B and II. Purpose, III. Scope of Work B)	20	Points Possible
IV. C	COST PROPOSAL (Exhibit A, Section IV. C and Exhibit H)	10	Points Possible
	<i>TOTAL</i>	<i>100</i>	<i>Points Possible</i>

A. **ORGANIZATIONAL EXPERIENCE, FIRM OVERVIEW, QUALITY, STABILITY, PROJECT TEAM (30 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, Purpose Exhibit A, Section II. and Technical section below, including but not limited to the following:

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.
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 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. Describe your firm's experience providing retirement and compensation consulting services to healthcare organizations, academic medical centers, or other large, complex employers.
4. Describe what differentiates your firm from your competitors.

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; project team members; their project work experience, and the amount of time team members have worked together on cost segregation studies.
2. Explain how your team will ensure continuity of service if key personnel become unavailable.

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. 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. 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.

v. References

1. Provide three (3) client references for organizations similar in size and complexity.
2. Describe one engagement that best demonstrates your firm's ability to successfully provide both retirement and compensation consulting services. Include:
 - i. Client size and industry
 - ii. Scope of services
 - iii. Challenges encountered
 - iv. Results achieved
 - v. Lessons learned

B. TECHNICAL APPROACH AND IMPLEMENTATION. (20 Points Possible) Clearly and in detail, explain how your services meet the needs of UNMH as set forth herein. Provide the greatest amount of meaningful detail possible to describe the proposed products/services. 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 and in the above **Exhibit A, Section IV. B and II. Purpose**:

i. Project Management/Implementation

1. Describe your implementation approach for a new client.
2. Provide a sample project timeline for the first year of the engagement.
3. Describe how you prioritize multiple client requests while maintaining service quality.
4. Describe the reports, dashboards, and performance metrics your firm routinely provides.

ii. Client Service

1. Describe your client service model, including expected response times and availability of consultants.
2. Describe your communication process and frequency of meetings.
3. Explain how urgent client issues are escalated and resolved.
4. Provide examples of proactive recommendations your firm has made that resulted in measurable improvements for clients.

iii. Proposed Approach

1. Describe your organization's approach to the services requested including:
2. A description of specific tools, methods, techniques used to complete the deliverables for described in the **Exhibit A, Section IV. B and II. Purpose**.
3. 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.
4. 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, innovative tools, educational resources, benchmarking capabilities, or other offerings that would benefit UNMH and SRMC.
6. Identify any actual or potential conflicts of interest that may exist.
7. Describe your cybersecurity and data privacy practices for protecting confidential client information.
8. Please describe any areas of the **Exhibit A, Section IV. B and II. Purpose** which your firm cannot meet.

A. COMPENSATION CONSULTING SERVICES (20 Points Possible)

- i. Describe your overall compensation consulting philosophy and methodology.
- ii. Describe your approach and data sources to market pricing jobs and selecting appropriate benchmark surveys.
- iii. Explain your methodology for developing or updating salary structures and pay ranges.
- iv. Describe your experience performing job evaluations, classification studies, and organizational reviews.
- v. Explain your approach to evaluating internal pay equity and external market competitiveness.
- vi. Describe your experience assisting organizations with compensation philosophy development and compensation strategy.
- vii. Describe your experience supporting healthcare organizations with compensation-related regulatory compliance, including Fair Labor Standards Act (FLSA) considerations.
- viii. Describe any compensation technology, analytics, or reporting tools available to clients.

B. RETIREMENT CONSULTING SERVICES (20 Points Possible)

- i. Describe your approach to retirement plan consulting and ongoing strategic support.
- ii. Describe your experience advising plan fiduciaries, including governance, committee support, fiduciary education, and compliance.
- iii. Explain your investment review and monitoring process, including how investment recommendations are developed and communicated.
- iv. Describe your approach to vendor management, fee benchmarking, and recordkeeper oversight.
- v. Describe your participant education strategy, including financial wellness, retirement readiness, and communication resources.
- vi. Describe your experience conducting retirement plan RFPs and vendor transitions.
- vii. Explain how your firm keeps clients informed of legislative and regulatory changes affecting retirement plans.
- viii. Describe any technology, reporting tools, or benchmarking resources available to clients.
- ix. Describe your experience supporting transitions associated with mergers, acquisitions or organizational restructuring. Include relevant examples and your approach to managing compliance, participant communications and successful implementation.

C. COST PROPOSAL (10 Points Possible).

1. Offerors should complete the Cost Response Form in **EXHIBIT H** and list hourly rates and types of costs and expenses that will comprise the numbers set forth in the paragraphs below. All charges listed on **EXHIBIT H** must represent expenses that make up their proposed cost for services.
 - a. 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.

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 veteran's 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

THANK YOU FOR YOUR COOPERATION

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.

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) 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.

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 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 hourly wage 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. Scope of Work, C. Cost proposal. **Offerors can add additional rows, but must include the bottom line Total Project Cost as requested below.**
2. **A description of additional charges for any extra services – including and not to exceed amount.**
3. Prices shall remain firm throughout the initial contract term. 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>Assigned Consultant/Service Type</u>	<u>Year 1</u>	<u>Year 2</u>

<u>Any additional applicable costs should be clearly identified here.</u>		
<u>Description</u>	<u>QTY</u>	<u>UNMH Price (each)</u>

