

RFP P434-20

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR ITS PUBLIC OPERATION
KNOWN AS UNM HEALTH SCIENCES CENTER,
SPECIFICALLY UNM HOSPITALS.
("UNMH")**

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

REQUEST FOR PROPOSAL (RFP)

ISSUANCE DATE: November 16, 2020

RFP NUMBER: RFP P434-20

RFP TITLE:

**PART A- MEDICAL EQUIPMENT PROCUREMENT CONSULTANT AND
PART B- MOVE MANAGEMENT/ACTIVATION CONSULTANT FOR THE
UNIVERSITY OF NEW MEXICO NEW HOSPITAL TOWER**

Firms responding to this RFP are invited to submit any of the following:

- **Separate proposal for Part A – Medical Equipment Procurement Consultant, or**
- **Separate proposal for Part B – Move Management/Activation Consultant, or**
- **Combined proposal for both Part A – Medical Equipment Procurement Consultant and Part B – Move Management/Activation Consultant.**

The terms and conditions, signature documents, evaluation criteria, insurance requirements and conflict of interest statement apply to Parts A, B and any combination thereof.

1. Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON THURSDAY, DECEMBER 3, 2020**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal.

1. 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)

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

Name: Shannon Rodgers
Title: Procurement Specialist
Telephone: (505) 272-9571
E-mail: sjrogers@salud.unm.edu
Address: 933 Bradbury Drive, SE, Suite 3165
Albuquerque, NM 87106

3. **Public Disclosure:** Responses to Become Public Records. All materials submitted in response to this RFP become a matter of public record and shall be regarded as public record.

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.

4. **Confidentiality:** As a state institution, UNMH is subject to the IPRA, so unless there is an exception under the law, documents in the University's possession are subject to review by any member of the public. One exception to this general rule is for trade secrets. Trade secrets are not subject to disclosure under an IPRA request. New Mexico law defines a "trade secret" at NMSA Sec. 57-3A-2. Please review the definition (or have your company attorney do so) and explain how the pages that you have marked as "Confidential" fall within New Mexico's definition of a trade secret.
5. The UNMH will recognize as confidential only 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-A AND/OR EXHIBIT A-B, Scope of Work**.

It is intended that this RFP may will result in UNMH entering into a contractual agreement with one or more successful Offeror(s), for an **Initial Contract Term of up to four (4) year(s)** with an option to renew, as provided for in NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by UNMH. The UNMH must approve all contract renewals, amendments and adjustments.

- 1.1 Forms and Exhibits.** The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror shall be completed and signed by a duly authorized representative of the Offeror. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.
- 1.2 Requirements.** For purposes of this RFP:
 - 1.2.1 “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and
 - 1.2.2 “should”, “could” and “may” indicate that the requirement is discretionary.
- 1.3 Notice.** The Offerors are put on notice that from the date of issue of the RFP through any award notification of the Agreement:
 - 1.3.1 Only the Procurement Specialist is authorized by the UNMH to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
 - 1.3.2 Offerors should not contact any of the staff at UNMH, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;
 - 1.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, UNMH employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and
 - 1.3.4 UNMH, their employees, nor their agents shall be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.
- 1.4 Information**
 - 1.4.1 Offeror to Review. The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
 - 1.4.2 Offeror to Notify. If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror’s Proposal.
 - 1.4.3 Offerors shall not: Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 1.4.1 Offeror to Review were present with respect to this RFP; or hold any staff of UNMH liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

1.5 Clarification and Questions

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

- 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
- 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 1.5.1.4 **Submit all questions and requests for clarification no later than 3:00 PM MST/MDT, November 23, 2020.**

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 The 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. The 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

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- 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.

1.10 Pre Bid Conference

- 1.10.1 UNMH will hold a **Pre Bid Conference Friday November 20, 2020, at 1:00pm MST.**
- 1.10.2 Please contact Shannon Rodgers sjrogers@salud.unm.edu for your log in credentials.

SECTION II. PROPOSAL COPIES AND FORMAT

2.1 Number of Responses and Copies

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

- 2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP TITLE AND NUMBER set forth on page one.
- 2.1.2 **Proposal –
One (1) ORIGINAL
Three (3) HARD COPIES
One (1) ELECTRONIC COPY
ORIGINAL and COPY 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 must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
 - b. Pages must be one-sided, one and one-half spaced and numbered.
 - c. Typeface must be easily readable such as Time Roman, type size 12-point.
 - d. Each Proposal must be placed within a **binder with tabs delineating** each section as outlined under Section 2.2.2 Proposal Content and Organization.

2.2.2 Proposal Content and Organization

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

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit D)
- C. Proposal Summary PART A (Optional)
 - 1. Forward
 - 2. Experience and Team
 - 3. Project Approach
 - 4. Miscellaneous and Supplemental Consulting Services
 - 5. Fees and Expenses PART A
 - 6. Information Systems Security Plan
- D. Proposal Summary PART B (Optional)
 - 1. Forward
 - 2. Experience and Team
 - 3. Project Approach
 - 4. Miscellaneous and Supplemental Consulting Services
 - 5. Fees and Expense PART B (including Part A, B, C, D phases)
 - 6. Information Systems Security Plan
- E. Additional 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. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991) (Exhibit H)
- F. Offeror's Additional Terms and Conditions (if applicable)
- G. 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 NM PREFERENCES.

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

- 4.1.1 **New Mexico Business Preference.** If the Offeror has provided their Preference Certificate, the Preference Points for a New Mexico Business is 5%.
- 4.1.2 **New Mexico Resident Veterans Business Preference** If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:
- 10% for less than \$1M (prior year revenue)
 - 8% for more than \$1M but less than \$5M (prior year revenue)
 - 7% for more than \$5M(prior year revenue)

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

- 4.2 **AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as **Exhibit D.**
- 4.3 **SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit E.**
- 4.4 **CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit F.**
- 4.5 **INSURANCE REQUIRMENTS:** The Offeror should provide certificate 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.
- 4.6 **SAMPLE AGREEMENT:** The successful respondent will be required to enter into an Agreement with the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals.
- 4.7 **INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMHSC’s computing devices-assets including export/import files, custom files or etc. without prior approval from UNMHSC’s IT division. The successful Awardee may be required to complete the UNMHSCs Information Security Plan Information and submit to UNMHSC’s IT department for approval. Failure to complete form upon UNMHSC’s request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement. **Exhibit J**
- 4.8 **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.
- 4.9 **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**.

- 4.10 RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.
- 4.11 PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal may be for a set term as noted in the introduction with an option to renew, as provided for in NMSA 13-1-150 (Multi-Term Contract).
- 4.12 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.
- 4.13 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.

EXHIBIT A
SCOPE OF WORK

BACKGROUND

- A. UNM Hospital System.** UNMH is New Mexico’s only academic medical center and the State’s only Level One Trauma Center, treating over 103,985 emergency patients and seeing more than 548,093 outpatient visits annually. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMHSC). 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 527 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. There are approximately 548,093 outpatient visits/encounters per year. UNMH has six retail pharmacy locations located within off-site clinic. UNMH qualifies for 340B drug pricing.

UNMH Statistics for the year ending June 30, 2019:

- i. Emergency Room Visits – 103,985
- ii. Outpatient Visits – 548,093
- iii. Inpatient Days – 180,054
- iv. Outpatient Operations – 13,427
- v. Inpatient Operations – 6,699
- vi. Births – 2,892

- B. UNM Sandoval Regional Medical Center.** The UNM Sandoval Regional Medical Center (SRMC) is located in the Rio Rancho City Center. SRMC opened in July 2012, with final completion of 68 inpatient beds comprised of two 24 bed medical/surgical units, 12 intensive care beds and 8 behavioral health beds. The facility will also include 13 emergency medicine beds, two of which will be equipped for behavioral health crisis intervention. The facility will be served by hospital based, UNM Faculty Physicians and community providers in the areas of Radiology, Pathology, Emergency Medicine, Anesthesiology, Psychiatry and Hospitalists.
- C. The UNM Medical Group.** The UNM Medical Group (UNMMG) is the organization responsible for providers practicing medicine at the University of New Mexico Health Science Center (UNMHS). There are approximately 950 attending/faculty (MD/DO) and approximately 650 residents and fellows practicing at UNMHS. In addition there are approximately 400 Midlevel providers practicing at UNMHSC. There are Clinics in approximately 36 separate (off-site) locations. There are approximately 538,629 outpatient visits/encounters per year.
- D. Current Technology.** Cerner Millennium is the UNMH EMR. 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 and SRMC utilize Cerner Surginet in its Surgical

Services area to track surgical cases and resource utilization. UNMH and SRMC also use Cerner PharmNet as its inpatient and outpatient pharmacy charging and inventory system.

UNMH and SRMC use QS1 as its adjudication, billing and inventory system at its retail pharmacy locations.

UNMH uses 3M for hospital and professional coding. Diagnosis and procedure coding data is interfaced with both the Health System's EMR and billing systems.

UNMH and SRMC uses Cerner Soarian as its Patient Financial Services system as of August 2015. Prior to August 2015, the Hospitals utilized Siemens Invision for patient accounts receivable management. Cerner Millennium interfaces with Soarian. All billing for hospital services and Hospital employed midlevel professional services are generated from Soarian. Accounts receivable management for UNMH and SRMC is conducted within Soarian. UNMH and SRMC charge masters reside within Soarian.

UNMMG uses GE IDX Centricity Business for professional billing and accounts receivable management. Cerner Millennium interfaces with GE. UNMMG professional fee services are billed from GE at an individual invoice level and encounters tracked using Cerner FIN. Accounts Receivable management is conducted within GE and the charge masters reside within GE.

UNMH uses Lawson financials across all entities for general ledger, materials management, purchasing, payroll and human resource management. All Health Systems entities utilize a shared chart of accounts. UNMH and SRMC utilize a single inventory item master.

UNMH utilizes Stratajazz as its operating budget tool.

All of the physician faculty are employed by the University of New Mexico (UNM) and comprise the largest group of providers working in the UNMH. Accordingly, the faculties are paid by UNM through its Banner payroll system. Key payroll data, as well as other data related to the physician faculty providers, is uploaded to the UNMMG data warehouse on a monthly basis.

EXHIBIT A- PART A
MEDICAL EQUIPMENT PROCUREMENT CONSULTANT
SCOPE OF WORK

UNIVERSITY OF NEW MEXICO NEW HOSPITAL TOWER AND PARKING
STRUCTURE PROJECT

- 1. PROJECT DESCRIPTION.** The University of New Mexico Hospital (UNMH - Owner) is seeking the services of a qualified Medical Equipment Consultant (Consultant) to provide the Scope of Services outlined herein for the University of New Mexico New Hospital Tower located at 2211 Lomas Boulevard, Albuquerque, NM 87106.

The UNMH New Hospital Tower (NHT) Project includes development of a new 7 level hospital tower comprising approximately 570,000 GSF. The hospital structure includes 5 podium levels with 2 bed floors on top of the podium. The site topography allows for the Emergency Department to be at grade on the west end of the structure and the main Lobby to be at grade on the east end of the structure one level above.

The scope also includes a separate 1401 Space Parking Structure to the north of the new Hospital Tower, which contains a Logistics Center and Central Utility Plant. The overall project scope components are listed below.

- **96 Inpatient Beds**
Four 24-Bed intensive Care Units
- **Interventional Platform**
18 Operating Rooms (16 General + 2 Hybrid)
4 Cath Labs (2 Single Plane + 2 Biplane)
6 IR Suites (2 Angio + 2 Angio Hybrid/CT + 2 Neuro)
Perioperative Suite (73 PACU/PreOp/Recovery)
- **Imaging**
2 MRI
1 CT
1 RAD Fluoroscopy
2 Ultrasound
- **Adult Emergency Department**
2 Trauma + 8 Resuscitation
40 Exam + 2 Triage + 8 Fast Track
10 Behavioral Exam (2 PICLEA)
2 CT + 2 General Radiology
- **Food Services** (visitors & staff)
- **Clinical Laboratory**
- **Blood Bank**
- **Retail Pharmacy**
- **Satellite Pharmacy**
- **Respiratory / Occupational / Physical / Speech**
- **Biomedical Engineering**
- **Occupational Health (Employee Health)**
- **Central Sterile Processing**
- **Education**
- **Modified Logistics Center (Garage + Distributed)**
- **1401 Structured Parking Spaces**
- **Central Utility Plant**

The Owner's Representative providing Program Management services for the Project is Broaddus & Associates. The project is being constructed by the Contractor (Construction Manager at Risk Delivery,) Bradbury Stamm Hunt, A Joint Venture.

The Owner's Architect for the project is HDR, Inc. The initial planning for medical equipment is being provided by the Architect's subconsultant, Shen Milsom & Wilke LLC.

2. **OBJECTIVE:** The Owner seeks to retain a consultant to assist with the final planning, procurement and installation of the medical equipment for the project. The selected consultant will be expected to review all design documents related to the medical equipment, as well as the medical equipment List/ Matrix for the project, and meet with Owner representatives as necessary to provide an updated list of equipment. The consultant will be expected to confirm that the Owner requirements for medical equipment are being met, and coordinate with the Construction Documents to ensure that the project will accommodate the requirements for the medical equipment. The consultant will be responsible for procurement of all Owner furnished medical equipment, and will schedule and coordinate the installation of all Owner furnished medical equipment. Consultant will coordinate with Program Manager and Contractor to ensure timely delivery and installation of Contractor-installed medical equipment. Consultant will oversee the start-up and commissioning of the new equipment to ensure proper operation.
3. **SCOPE** The Medical Equipment Consultant will be an independent third-party, and will report to the Owner (UNM Hospital Facilities Department), but will be responsible for coordinating its activities with the Owner's Representative, otherwise referred to as the Program Manager (PM), Broaddus & Associates, and with the Contractor, Bradbury Stamm Hunt. The Medical Equipment Consultant shall be responsible for the following tasks listed below. The proposer is encouraged to suggest changes to the following task list. For this proposal, it is assumed by the Owner that all these tasks will be completed, unless any proposed changes to the following task are "clearly" highlighted and noted in the respondent's proposal.
 - a. Develop a procurement plan for UNMH approval working within existing UNMH policies and procedures. Plan will include procurement process, standard legal terms, and procurement procedures that meet requirements of UNMH Purchasing Department.
 - b. Define which products will be purchased using existing UNMH equipment purchase contracts, and which will be procured. Develop procurement packages and procurement schedule, with particular emphasis on items with long lead-time or long user decision schedule. Coordinate with and advise Owner regarding possibility of early delivery and storage of some medical equipment.

Attached to this Request for Proposal is a list of Medical Equipment (see Exhibits for Medical Equipment List) being provided for the New Hospital Tower Project. Upon issuance of 100% Construction Documents, including the final Medical Equipment List developed by SMW during Planning, the Medical Equipment Consultant will assume responsibility of this list. Ideally this list will be migrated over from the existing Attainia database into the Consultant's database. The Medical Equipment Consultant will be responsible for updating and confirming the accuracy of the Medical Equipment List, based upon current technology, based upon the updated needs of the various departments in the Hospital, and based upon final direction from the Owner. Provide advice and expertise regarding industry best practices, equipment providers, and trends in equipment technology and utilization. The Consultant will be expected to meet with various Hospital personnel to confirm their requirements for Medical Equipment, and update the list as necessary and as approved by the Owner. Provide inventory of existing medical equipment to be relocated. Prepare data packages on new equipment for user group review, including specifications, quantities, locations and information on potential vendors.

To aid End User final selections, the Consultant will support product evaluations.

The Medical Equipment list update is to be developed from the following documents:

1. Medical Equipment List/Matrix provided by Owner. (**Exhibit K**)
2. Equipment Cut Sheets provided by Owner and Contractor.
3. Construction Documents prepared by HDR, Inc.

- c. The Medical Equipment list update shall provide a database breakdown by the following:
 1. Identification Number
 2. Equipment Description
 3. Category (Provided by Owner or Provided by Contractor/Installed by Owner or Installed by Contractor)
 4. Quantity
 5. Department/Room
- d. The Medical Equipment list update shall be accompanied with a three-ring binder of cut sheets of each piece of equipment. At Owner's discretion this to be provided via PDF file in lieu of or additional to paper copy.
- e. The Medical Equipment list update should include the following minimum data for each piece of equipment:
 1. Item name
 2. Manufacturer
 3. Vendor (when available)
 4. Size and Location
 5. Utilities
 6. UNMH Category
 7. Room Name/Number
 8. Department Name
 9. Equipment Classification (e.g. Fixed, Moveable, etc.)
 10. New or Existing
 11. Availability via Group Purchasing Organization (e.g. Vizient.)
 12. Estimated Cost
- f. Review project drawings and Medical Equipment submittal data to validate quantities and dimensions. Update as needed. Equipment placement drawings from 100% Construction Drawings will be made available for Consultant's use.
- g. Prepare a cost estimate for the Medical Equipment list that is broken down into categories, as well as by departments. The cost estimate also shall be broken down to compare with the UNMH budget. The Medical Equipment list shall also be structured such that a prioritization of items according to cost can be reviewed in line with the budget. The Medical Equipment consultant will identify and include a budget for the relocation cost for each major equipment item that is existing, but scheduled to be relocated in the project. Medical Equipment list shall also be structured such that equipment can be listed by funding sources.
- h. Confirm budget estimates and assumptions. Review proposed purchases on an ongoing basis to confirm budget, and work with UNMH to adjust procurement planning as necessary to meet budget.

- i. Coordinate the proposed methods and procedures of UNMH in purchasing, acceptance of delivery of Medical Equipment, and the installation of the equipment. This would include how UNMH is expecting to work with the different vendors of Medical Equipment.
- j. Fixed Equipment shall be reviewed and checked it is properly coordinated with Architectural, Mechanical, Electrical, Telecommunications, Furniture and Plumbing Plans. Identify any discrepancies for evaluation and correction as needed by Design Team. Spot check Moveable equipment to ensure it is properly coordinated for space planning and utilities.
- k. Provide electronic data files of equipment lists and drawings for submission to UNMH. All documentation submitted shall become the property of UNMH.
- l. Develop a procurement strategy designed to maximize the Owner's purchasing power, priorities, and preferences in purchasing methods at the lowest possible cost with to the Owner. This strategy will include a review and evaluation of any existing contracts with group purchasing organizations, manufacturers, or vendors. UNMH is a member of the Vizient GPO.
- m. Manage procurement process of Owner-furnished Medical Equipment. Prepare RFP packages for Medical Equipment, ensuring that the equipment is properly specified, that delivery schedule is clearly described, that installation criteria are specified, and that all requirements for providing O&M manuals, training, maintenance and warranties for medical equipment are clearly stated. Coordinate with the Clinical Engineering Department to confirm service contract and warranty requirements.
- n. Prepare draft vendor RFPs and submit to UNMH for review and approval. UNMH to distribute RFPs to vendors. Respond to questions from respondents regarding the product specifications and prepare addenda as necessary to assure fair and objective comparisons. Medical Equipment Consultant to analyze RFP responses, and prepare summaries for UNMH review. Make recommendations to the Owner regarding awards.
- o. Support UNMH negotiations and award phase, including review of vendor's contractual agreements with Owner's Purchasing staff and University Counsel Office as necessary.
- p. Finalize contract terms, including vendor installation schedule.
- q. Review each award to ensure the functional requirements are consistent with the intended specifications. Review post award submittal to ensure the medical equipment procured is consistent with the documented utility requirements.
- r. Prepare Medical Equipment vendor purchase requests, and submit to UNMH Purchasing Department using electronic data transfer.
- s. Follow up on vendor deliveries: confirm receipt of purchase orders, verify accuracy of vendor acknowledgements, confirm delivery dates, and expedite delivery issues or late deliveries.
- t. Advise Owner, Program Manager, Contractor and Architect of changes in Medical Equipment size, quantities or mechanical requirements. Provide advice on timing for delivery of large equipment items in order to ensure placement in building. Respond to

Requests for Information (RFIs) from PM, Contractor or Architect.

- u. Review all drawings submitted by the manufacturers and/or vendors and approve/disapprove such drawings as appropriate.
- v. Inform appropriate installers of purchase order data, including expected delivery or installation issues as requested.
- w. Prepare invoice packages, review, approve accuracy and submit to the Program Manager for confirmation and for UNMH final approval and payment.
- x. Prepare punch list of outstanding delivery or quality issues.
- y. Prepare record copies of purchase orders, contract terms, and other documentation required for UNMH follow-up during warranty period.
- z. Develop logistics plan for delivery and installation. Respondents to this RFP must assume that UNMH has no storage space on site, therefore scope will likely include receiving some equipment to be delivered to an off-site location prior to delivery to UNMH Project site. The Consultant will lead the procurement process and procure a suitable warehouse facility and local moving company experienced in storing & handling of medical equipment or similar type of equipment as needed. The warehouse location shall be a bonded facility and provide proof as requested by the Owner at no cost. The actual cost of storage and moving services are to be added by PO Amendment without Consultant markup. Deliveries to the warehouse by vendors and delivery to the project for installation will be coordinated by the Consultant as part of this RFP services. The proposer is to provide a budgetary estimate for storage and moving services as part of their submittal.
- aa. Develop and manage the plan for asset tagging of both new and existing equipment with the UNMH Clinical Engineering and Finance departments.
- bb. Work with Owner, PM and Contractor to develop delivery and installation schedule. Manage coordination of any schedule changes directly with vendors to ensure that Medical Equipment is delivered and installed in accordance with the latest schedule. Refer to Exhibits for the Master Project Schedule included in this RFP.
- cc. Receive equipment into medical equipment inventory system as it arrives from vendors.
- dd. Manage relocation of existing equipment items. For relocated fixed equipment, lead effort to obtain manufacturer's quotes to remove, move, and install the equipment at new location including start-up and commissioning.
- ee. Work closely with UNMH Purchasing Department, PM and Contractor to expedite late deliveries, and cure freight damage or installation or mechanical issues. Manage process for repair or replacement of damaged equipment, including claims management.
- ff. Manage Medical Equipment installation budget for Owner-furnished/Owner –installed equipment.
- gg. Audit vendor installations to ensure they are on schedule, per plan, and code compliant.

- hh. Manage the installation process for all Owner Furnished Owner Installed Equipment. Develop punch list of late or incomplete installations. Lead effort to have room data sheets “signed off” by End Users after the equipment is installed.
- ii. Coordinate internal inspections with various departments of UNMH.
- jj. Respond to reports of missing or stolen items. Provide required action to manage resolution of missing or stolen items, including managing equipment replacement, if required.
- kk. Stage equipment to be returned to vendor, contact UNMH Purchasing Department to make arrangements, and ship to vendor completing all appropriate paperwork required by UNMH and vendor.
- ll. Prepare inventory of any excess equipment to be kept at UNMH.
- mm. Prepare documentation and reports to actively support the Commissioning of the Medical Equipment for the new UNMH Project.
- nn. Confirm and compile installation documentation, including record documents where applicable.
- oo. Provide Commissioning of both new and relocated Medical Equipment.
- pp. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all parties, frequently updated timelines and schedules and technical expertise.
- qq. Coordinate the Medical Equipment commissioning work with the contractor and Program Manager to ensure that commissioning activities are being incorporated into the master schedule.
- rr. Request and review additional information required to perform Medical Equipment commissioning tasks, including O&M materials, contractor start-up and checkout procedures.
- ss. Compile and review Medical Equipment submittals and O & M manuals for compliance with commissioning needs, concurrent with the A/E reviews. Ensure that all O & M information is complete. Assemble all O & M manuals in an organized, indexed format before turning over to Owner.
- tt. Ensure that Owner/User personnel receive the required training for Medical Equipment.
- uu. Review coordination drawings and make in field inspections to ensure that construction is coordinated with Medical Equipment.
- vv. Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
- ww. Perform site visits, as necessary, to observe Medical Equipment installations. Attend selected planning and job-site meetings to obtain information on construction

progress. Review construction meeting minutes for revisions/ substitutions relating to Medical Equipment . Assist in resolving any discrepancies.

- xx. Plan for active daily on-site engagement during first 30 days of facility operation after “first patient” to identify and rectify any issues that arise concerning Medical Equipment.
- yy. Return to the site at approximately 8 – 10 months after first patient to review with facility staff the current medical equipment operation and the condition of outstanding issues related to the original commissioning of the equipment. Also interview facility staff and identify problems or concerns they have with operating the equipment as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

4. PROPOSAL: Proposals should be efficiently written, while providing sufficient information to allow the Owner to evaluate the Consultants approach, experience, staff and availability. Limit proposals to single sided pages, including graphics and divide each TAB by section dividers.

The proposer shall submit the following information organized as detailed below:

1. FORWARD (no tab)

- zz. Include a Letter of Introduction highlighting your firm and what makes it especially qualified to assist in the New Hospital Tower Project.
- aaa. Have the Addenda Acknowledgement signed by an officer of the proposing firm with the authority to commit the firm and file immediately following the Letter of Introduction.

2. TAB A – Experience & Team

- a. Provide information on your firm’s experience as a Medical Equipment Consultant, including a listing of three (3) specific projects of similar size and scope. Describe each project briefly including positive outcomes your firm helped achieve. Provide names, addresses and telephone numbers of references from these projects. **The Evaluation Committee may contact any or all business references for validation of information submitted.** UNMH reserves the right to check references on all Offeror’s, finalists only, or to wave reference checks in its sole discretion. Additionally, UNMH reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.
- b. Provide an organization chart for managing and executing this contract. In tabular form, for each of the included project examples, identify which of the proposed team members worked on the example project and in what capacity. Clearly indicate the individual who will serve as the lead Medical Equipment Consultant Agent.
- c. Provide resumes of key staff and sub consultants shown on your proposed team organization chart. The resumes shall include specific information about expertise in logistical planning, procuring, and installing medical equipment.

3. TAB B - Approach

- a. Describe your proposed approach to managing the project expertly and efficiently to achieve the proposed scope of work, including distribution of tasks, travel, and duration of which staff will be onsite during what periods of time, etc. Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships. Describe how you intend to determine the appropriate level of effort for the various types of Medical Equipment.
- b. Discuss your firm's methodology to ensure compliance with the Owner's budget.
- c. Discuss your firm's database, and management tools, that will be used to manage the tasks and track issues for this project. Can UNMH staff access these systems via web connection or portal? Include sample data, screen prints, schedules and reports relevant to this project.
- d. Provide a preliminary schedule that sequences the major scope of services against the Contractor's schedule provided.

4. TAB C – Miscellaneous and Supplemental Consulting Services

- a. Discuss your firm's "Loss Prevention Plan" to secure Medical Equipment from theft, damage and relocation.
- b. Recommend any alternates to the scope of work in this RFP that may be in the best interest of UNMH.
- c. Are there any areas not mentioned in the Scope of Work above which should be considered? Are any of the items listed not necessary to successful completion and occupancy of the facility?
- d. What additional specific information do you need from UNMH in the RFP to provide a meaningful proposal for the project?
- e. From time to time, during the term of any resulting price agreement, Owner may request supplemental Medical Equipment Consulting services. Pricing for this scope will be based on hourly rates provided elsewhere in the Proposal.
- f. For what similar projects has your firm been retained to do similar work during the proposed period through Fall of 2024? Provide general description of size and scope. How will you prevent those engagements from impeding your firm from completing this scope of work?
- g. Consultants are required to self-identify any partnership or business arrangement that involves partnerships, contractual agreements, such as, but not limited to being a distributor of goods and services related to Medical Equipment that will be sold to UNMH as a part of this project. If this applies, please provide detail under this Tab.
- h. Consultant to submit proposed form of agreement. UNMH's acceptance of your proposal does not constitute acceptance of your proposed agreement UNMH reserves the right to negotiate any resulting agreement.

5. TAB D – Fees & Expenses

- a. Provide a “Consulting Retainer” in the specified amount of \$15,000 to assist the Owner with logistics & procurement related questions that may arise before completion of design. The amount of retainer may be increased at the discretion of UNMH. This retainer shall be billed at hourly rates included in this proposal and shall not be exceeded without prior Owner approval. This retainer is separate from the total cost to accomplish the specified Scope of Services. This retainer will be utilized during the period between Contract Execution and issuance of the 100% New Hospital Construction Documents are issued (e.g. Phase 3 in the Master Schedule.), (**Exhibit M**).
- b. Provide your proposal of total fee to accomplish the work of the Medical Equipment Consultant for the project. Fee should include associated meetings, progress reports, communications, etc. It is the Owner’s intent that full time equivalent personnel do not begin incurring fee until after the 100% New Hospital Construction Documents are issued.
- c. Provide an hourly rate for each team member, including overhead, along with rates and fees for all other costs the Owner could incur from the proposer in this contract. Provide the level of effort for each of the primary team members.
- d. Provide a unit cost for miscellaneous costs, equipment charges, etc. If included in above total cost, so state.
- e. Provide a Not to Exceed Reimbursable Expense estimate for travel, lodging, meals, misc. expenses, etc. that the Consultant will require to deliver the Scope of Services. Expense are to be reimbursed without markup, and not to be exceeded without Owner prior approval. Consultants are to adhere to the UNMH Travel Policy (**Exhibit O**).
- f. Provide a Budgetary Estimate of warehouse storage and moving company costs. This estimate will not be utilized in the scoring of this RFP and is not to be included in any of the above totals.

It is the intent of UNMH to arrive at a fixed price contract with the successful Medical Equipment proposer, based upon the final agree scope of work, the unit costs provided from the proposer, and the estimate of total costs provided by the proposer.

5. **PRICING:** The unit prices for labor and expenses as submitted in your proposal will be final and not subject to adjustment. There will be “no damages for delay” clause in the agreement with the University of New Mexico. Escalation of labor, material and equipment cost should be included in your proposal. In addition, please attach your firm’s list of unit costs for miscellaneous or additional services, all associated equipment charges and per diem/travel costs.
6. **PAYMENT TERMS.** Payments shall be made in monthly installments scheduled and agreed to by the Medical Equipment Consultant and the Owner. Schedule of payments will be based upon the contract amount being broken down into separate values for different tasks to be performed by the Medical Equipment Consultant over the period of performance, as agreed to by the Medical Equipment Consultant and the Owner. Payments will be based upon invoices submitted for work completed each month, as agree to and approved by Owner. Upon written request for

payment from Medical Equipment Consultant, The University of New Mexico shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certification of acceptance. Late payment charges shall be of 1% per month.

7. **CONSTRUCTION SCHEDULE:** Due to the complexity and aggressive schedule for this project, there may be the need to work days longer than 8 hours, weekends, 2nd shift, night shift, and Holidays. The Medical Equipment Consultant will be responsible for managing their resources to keep pace with construction productivity and schedule. Master Project Schedule is provided herein as part of the Exhibits Section. This project or program is being delivered in three distinct phases. Phase I is an early "Make Ready" phase that installs site utilities and reorients some roadways. Phase II provides for a new Parking Structure that includes a Logistics Center and Central Utility Plant, as well as site work. Phase III provides for the New Hospital Tower. Except for perhaps Fixed Medical Equipment installation, UNMH does not intend to install Medical Equipment until after Substantial Completion of Phase III. Please refer to **(Exhibit L)**.
8. **PLANS AND CONSTRUCTION BID DOCUMENTS: (Exhibit M)**
9. **INFORMATION SYSTEMS SECURITY:** The Offeror shall complete and submit **(Exhibit J)**.

EXHIBIT A- PART B
MOVE MANAGEMENT/ACTIVATION CONSULTANT
SCOPE OF SERVICES

UNIVERSITY OF NEW MEXICO NEW HOSPITAL TOWER AND PARKING
STRUCTURE PROJECT

1. **PROJECT DESCRIPTION.** The University of New Mexico Hospitals (UNMH - Owner) is seeking the services of a qualified Move Management Consultant (Consultant) for the construction of the University of New Mexico Hospitals New Hospital Tower and Parking Structure Project (Project) as noted in Exhibit A- PART A
2. **OBJECTIVE:** Owner seeks to retain a consultant (Consultant) to assist with the activation/move-in planning, and the facilitation of the move-in process for the project. Please note – some of the services typically provided by Consultant are being handled by Architect. Review the AE Agreement (especially sections 2.9, 2.10, Article 4, etc.) and ensure Consultant’s work picks up where the AE stops their work (**Exhibit N**). Consultant’s price shall include some overlap to ensure there are no gaps in the provided services – especially for the responsibility for on-site supervision and inspection of goods.

Owner is interested in a process that yields a practical, efficient, and cost-effective plan for move-in to the Project. The Owner seeks to establish a process that emphasizes patient and employee safety and comfort as a priority. The move-in should be accomplished with minimum lost productive time. The process should include verifying that testing of all systems and support activities in all departments have been accomplished prior to the move. It is important that the move be accomplished on budget and on schedule, and that all pre-planning activities assure a well-coordinated and efficient move process. The selected consultant will be expected to review design documents as necessary to become familiar with the project, as well as the equipment matrix listing both new and existing equipment for the project, and meet with Owner representatives as necessary to learn about the project and how the building will be utilized. Consultant will coordinate with Program Manager (PM) and Contractor to ensure a successful move-in process.

3. **SCOPE** The Consultant will be an independent third-party, and will report to the Owner and will be responsible for coordinating its activities with the Owner’s representative (otherwise referred to as the PM) Contractor, and with vendors providing FF&E to Owner for this project. The Consultant will be responsible for procuring and coordinating of Owner-furnished furniture, fixtures and equipment (FF&E) as a part of the over-all Move Management effort. The Consultant shall be responsible for the tasks listed below. Proposer is encouraged to suggest changes to the task list. For this proposal, it is assumed by the Owner that all these tasks will be completed, unless any proposed changes to the following task are clearly highlighted and noted in the respondent’s proposal. The following includes, but is not limited to, the work required to fulfill the objectives of this task order as necessary for each area of the services requested. Typically, in a large, complex health care project, it may be necessary to deviate from the criteria where existing conditions dictate a better solution. All deviation from the criteria contained herein shall be approved and funded (if required) by Owner prior to proceeding with any work.

While this scope is called “Move Management”, the work is primarily “moving into a new facility” as opposed to “moving from one location to another”.

Attached to this Request for Proposal is a drawing set showing various FFE items. Consultant will generate a matrix of all items in the Move Management scope and be responsible for managing and or coordinating all items therein. (Exhibit M)

This Move Management task will be done in four phases:

- a. **Part A – Pre-Planning:** Initial project Mobilization and Data Acquisition.
- b. **Part B – Relocation Planning:** Development of the Master Relocation Plan and detailed subsidiary plans.
- c. **Part C – Move Management:** Actual Oversight of each Relocation.
- d. **Part D – Supplemental Services:** As needed, during the term of any resulting price agreement based on hourly rates proposed herein.

PART A: PRE-PLANNING

The Consultant shall provide overall project coordination services associated with all FF&E and personnel moves and installations associated with the occupancy of the Project.

1. Mobilization:

Consultant shall prepare and conduct a Kickoff Meeting to ensure both Owner and Consultant have the same scope expectations.

Research: Consultant shall research both this task order and any required backup documentation provided by Owner to fully understand the scope of this work. Consultant shall prepare for the project by assembling and reviewing:

- i. Available Owner materials associated with the Project.
- ii. Pertinent regulations and guidelines concerning Move Management and relocation planning.

2. **Kickoff Meeting:** Consultant shall conduct a Kickoff Meeting with the key personnel of the Owner team, the Move Management team, and other major project stakeholders. The meeting objective is to ensure that the entire team (Owner, Program Manager, Architect, Contractor, Consultant and others) all have the same project expectations. The Kickoff meeting should not end until all inconsistencies are resolved. The meeting will be held in on-site or remotely (at the Owner’s discretion) and may be broken into the following phases:

a. Kickoff Phase I - Overview

- i. Review the Scope of Work
- ii. Outline project goals and objectives
- iii. Review the Project Schedule and coordinate key milestone dates, lead times and sequencing requirements to complete the project.
- iv. Develop a schedule for project coordination meetings.
- v. Establish communication channels and approval process. Identify the project role for all Owner and Move Management team members and decision makers.
- vi. Develop a project directory to include company affiliation, titles, telephone numbers, and electronic mail addresses.
- vii. Document correspondence and deliverable distribution.
- viii. Document who will receive Meeting Minutes and who will send them.
- ix. Identify data requirements, formats and schedule of delivery.

b. Kickoff Phase II - Contractual

- i. Document how changes in the scope of work will be done and what the roles of the Owner and Owner's Representative are under this contract.
- ii. Review confidentiality requirements.
- iii. Review invoicing requirements

The Consultant shall document the above in a Project Management Manual (PMM) to be distributed via email to all team members within 5 working days of the meeting's occurrence. The PMM shall be able to be printed on 3-ring paper in black and white. Project financial information shall not be included. Note the PMM shall serve as meeting minutes for the Kick-Off meeting.

3. Develop an Activation/Move-in plan for Owner approval working within existing Owner policies and procedures. Any procurement efforts proposed as a part of this Activation/Move-in plan will include processes, standard legal terms, and procurement procedures that meet requirements of Owner's Procurement Department. In preparing the activation/move-in plan, Consultant shall propose an activation/move-in planning process that has been applied successfully in other large/complex hospital academic settings.
4. The Activation/Move-in Plan shall become the primary relocation tool for all personnel and equipment. The draft Activation /Move-in Plan shall be developed via interactive meetings with the Project Team. Consultant shall submit a draft Activation/Move-in Plan for Owner review and approval. Two weeks after Owner provides their comments and approval, Consultant shall assemble all the information and document and publish the Final Activation/Move-in Plan. Subsequently, updates of an Action Item Report shall be provided after each pertinent meeting. Two weeks after final completion of all Activation/Move-in activities, Consultant shall provide the Project Close Out copy of the Activation/Move-in Plan.

The Activation/Move-in Plan shall contain the following:

- a. Executive Summary – Shall include the bar chart Project Schedule and a summary of the critical path of the project. It should also include an Overview of the Project, the Methodology and Approach that shall be followed during the Project, and the Project Objectives, which shall determine the Project's goals, priorities and procedures.
 - b. Project Team Charter – The Charter shall identify the internal and external organizational structure required to effectively complete the Project. It shall identify all members of the Project Team (to include contractors and vendors) and shall establish roles, responsibility and authority for the implementation of the work. The Project Team Directory shall be developed at this time.
 - c. Action Item Report
5. Consultant shall manage the procurement process for obtaining a moving company that would contract directly with Consultant. Consultant shall fully manage all of the activities of the moving company on behalf of the Owner.
 6. **Project Coordination:**
Consultant shall conduct Project Coordination Meetings for the duration of the project per the schedule developed at the Kick-Off Meeting. Consultant has assumed that Project Coordination Meetings shall be conducted every two weeks during the development of the:
 - a. Relocation Schedule
 - b. Action Item Report
 - c. Relocation Master Plan

- d. Relocation Budget
- e. Procurement Documents and Activities
- f. Relocation Handbook and Orientation Guide/Welcome Book.

Thereafter, per move, Consultant shall conduct weekly meetings starting 5 weeks prior to the move, (depending on the size of the move) meeting(s) during the move and one meeting at the end of each move. A close-out Project Coordination meeting shall be scheduled after the final move.

A Meeting Agenda will be distributed two days prior to each meeting. Draft Meeting Minutes for each meeting will be distributed, per the agreed-upon distribution schedule, within two business days of each meeting. Additions, changes and deletions will be returned within three business days and Final Meeting Minutes that incorporate all requested additions, changes and deletions will be distributed within two business days.

Meeting Minutes shall include the following: decisions and directives during each meeting; a list of attendees; and, an action item list summarizing each task assigned during a meeting along with a task's responsible party, due date and status.

Consultant shall update and provide management reports from the Action Item Reports for the Project Teams use in monitoring the status of tasks reported in the Action Item Reports. Action Items Reports shall serve as a working document that shall be updated during each Project Team Meeting and which Consultant shall update and distribute before each regularly scheduled Project Team Meeting with the meeting agenda. Management Reports shall include, but are not limited to, a Past Due Task Report, Tasks Due for Completion, and Tasks Assigned to Specific Resource.

PART B: RELOCATION PLANNING

Consultant shall provide relocation services that include the planning, organizing, scheduling, budgeting and procurement of services associated with all FF&E and personnel moves and installations associated with the occupancy of the Project.

1. Moving Matrix:

The following items are included in the Moving / New Furnish scope. Consultant will develop a matrix and confirm minute details including item counts. Most of these items are new to be procured and installed, and some of these items are existing to be relocated.

- a. New Furniture, Fixtures, and Non-Medical Equipment
- b. Minimal amounts of existing furniture, televisions, art, non-medical equipment and break room appliances (less than 5% of the scope)
- c. Vending (new and existing)
- d. Artwork (new and existing, furnished by Owner)
- e. Existing personal items, equipment, provision of moving boxes and moving (packing and unpacking by Users)
- f. Food Service equipment not provided by the Contractor
- g. All FFE not provided by the Contractor

2. Moving Schedule:

Consultant shall develop a Relocation Schedule based on the following:

- a. **Construction Phasing Schedule:** Consultant shall review the construction-phasing schedule and use it as the basis for the Relocation Schedule with the understanding that the construction-phasing schedule cannot be modified without written approval from Owner.

- b. **Interviews with Departments Moving and Information Technology Representatives:** Consultant shall conduct in-depth interviews with each department or group moving to identify all move requirements. Interviews shall also be conducted with Information Technology (IT) representatives to address communications technology move requirements for each department or group. Departmental requests and needs require approval from the Project's Owner's Representatives.

Consultant is aware that there are two separate IT and telecom departments – UNM and UNMH.

- c. **Interviews with User Groups and Departments:** Consultant shall perform a building analysis and conduct interviews with Facilities Department, Building Managers, Materials Management Department, Loading Dock Managers, Parking and Transportation Department, and Security Department personnel to identify:
- i. Move routes
 - ii. Requirements for protecting the facility during moves
 - iii. Requirements for scheduling and use of loading docks
 - iv. Requirements for use of public street/parking space around facility during business hours, after hours and on weekends
 - v. Requirements for scheduling and use of elevators (freight and passenger)
 - vi. Scheduling of access to facility after hours and on weekends
 - vii. Security requirements for personnel associated with moves and for access to facility
 - viii. Disposal requirements for FF&E packaging materials
- d. **Interviews with FF&E Vendors:** Consultant shall conduct interviews with all FF&E vendors involved in the project including the furniture manufacturers, furniture dealers, furniture installation vendors, special equipment vendors and installers, and parties responsible for product being delivered to address:
- i. Manufacturing and delivery schedules for all new furniture and equipment
 - ii. Parking, loading dock, staging and elevator requirements for all new furniture and equipment
 - iii. Requirements for building protection
 - iv. Special handling or coordination requirements for equipment
 - v. Installation times and requirements for all new furniture and equipment
 - vi. IT coordination and installation phasing requirements for all new and existing furniture and equipment
 - vii. Removal requirements and times for all existing furniture and equipment be relocated.
- e. **Interviews with Owner to review existing furniture inventories:** Consultant shall conduct interviews with Owner and other parties responsible for inventories of existing furniture to be relocated to identify any special scheduling, handling or packing requirements. Site visits will be required to visually verify inventories.

The data gathered during these interviews will form the basis of an overall Relocation Schedule that presents the following per phase:

- i. Construction/Renovation schedule
- ii. New FF&E delivery and installation
- iii. Existing FF&E packing, moves and un-packing (as required)
- iv. Communications and telecommunications delivery and installation
- v. Department or group pre-move, move and post-move time frames

The Relocation Schedule will be issued in Draft form for Owner review and comment. A Final Relocation Schedule will then be issued which will become the basis for all relocation planning. The Schedule will be updated at least twice prior to each move.

3. Action item Report (AIR):

Based on the Relocation Schedule, Consultant shall develop the AIR, or master activities list, that identifies all activities or tasks by phase required to complete the project. The listing shall include: activity/task description, duration, start and stop dates, resource assignment, status, and other fields that may be of use to the Project Team. The AIR shall be developed in scheduling software acceptable to the Owner¹ and shall clearly show the relationships of the tasks to each other and the interdisciplinary dependencies. A key component of the AIR is the micro-level logistics planning necessary for the operational continuity of each department or group before, during and after each move. The AIR shall be updated after each project coordination meeting prior to the moves. It will be linked to the Project Schedule so the impact of any changes to the construction/relocation schedule can immediately be addressed.

Items to be considered in the development of the AIR include, but are not limited to, the following:

- a. Building Construction/Relocation Schedule
- b. Interim and Final move dates and sequencing
- c. Substantial & Final Completion dates
- d. Punch list schedule
- e. Security system installation schedule
- f. Installation of protection for the building to protect finished surfaces
- g. New furniture delivery and installation
- h. Existing furniture packing, move and unpacking
- i. New equipment delivery and installation – not including medical equipment covered in Section VII Part A
- j. Existing equipment moves – not including medical equipment covered in Section VII Part A
- k. Telecommunications de-installation, move, and installation (as appropriate depending on whether existing or new equipment)
- l. Communications de-installation, move and installation (as appropriate depending on whether existing or new equipment)
- m. Loading dock and elevator schedules
- n. Move Coordination activities schedule
- o. Critical elements requiring early move schedule
- p. Procurement and installation of temporary and permanent signage
- q. FF&E clean-up period
- r. Post-move clean-up schedule
- s. Post-move activities.
- t. Tagging equipment

The Action Item Report will be issued in Draft form for Owner review and comment. A Final AIR will then be issued which will become the basis for all relocation planning. Along with the Relocation Schedule, the AIR will be updated twice prior to each move, for a total of fourteen updates under Part B Move Management.

4. Master Relocation Plan:

Consultant shall develop the Master Relocation Plan that will become the primary relocation tool for

¹ Owner requires “logic” driven Critical Path Method (CPM) schedule software operated by a skilled Consultant team member. Examples include Primavera P6, MS Project, and Smartsheet.

all personnel and equipment. The Draft of the Relocation Plan shall be developed via interactive meetings with the Project Team. Consultant shall submit the Draft Relocation Plan for Owner review and approval. Two weeks after Owner provides their comments and approval, Consultant shall assemble all the information and document and publish the Final Master Relocation Plan. Subsequently, the Master Relocation Plan shall be updated prior to each move. Two weeks after Project Completion, Consultant shall provide the Project Close Out copy of the Master Relocation Plan.

The Master Relocation Plan shall contain the following Sections:

- a. **Executive Summary:** The Executive Summary shall include the bar chart Project Schedule and a summary of the critical path of the project. It should also include an Overview of the Project, the Methodology and Approach that shall be followed during the Project, and the Project Objectives, which shall determine the Project's goals, priorities and procedures.
- b. **Project Team Organization:** The internal and external team organizational structure required to effectively complete the Project shall be documented. All members of the Project Team (to include contractors and vendors) and their roles, responsibility and authority for the implementation of the work will be identified. The Project Team Directory shall be included.
- c. **Migration Schedule:** A migration spreadsheet shall be developed that shows the movement of staff from existing locations to swing space and ultimate final locations. The spreadsheet will identify organizations, buildings, floors and dates of moves.

A "to/from" list shall be developed showing the existing location of each employee, their location at the new building, telephone and data information, etc. The "to/from" list shall be developed in a spreadsheet format to which additional fields can be added as the project progresses. The "to/from" list shall be completed and provided to IT at least 90 calendar days prior to the physical move.

- d. **Vendor Register:** Consultant shall develop a procurement/tracking registry which includes: name of Owner vendor, address, phone, fax, vendor point of contact, Owner contracting authority, a brief description of products or services to be provided, delivery and milestones dates for performance of the contract. The Vendor Register shall be updated prior to each move throughout the life of the project. Consultant shall assist Owner in coordination of their vendors/contractors.
- e. **Existing Furniture, Fixtures, and Equipment (FF&E) Inventory:** Based on the FF&E Inventory provided by Owner which identifies all FF&E and its disposition, Consultant shall create a spreadsheet that documents existing, interim and new locations of all FF&E to be re-used. Special handling, moving, packing, or refurbishment requirements will be noted.
- f. **Relocation Schedule:** The Final Relocation Schedule will be included in the Master Relocation Plan. Subsequent updates will be issued to be included in the Master Relocation Plan over the course of the project.
- g. **Action Item Report:** The Action Item Report will be included in the Master Relocation Plan. Subsequent updates will be issued to be included in the Master Relocation Plan over the course of the project.
- h. **Appendix:** The appendix shall include any project acronyms and a glossary of terms, attachments and other pertinent explanatory material to clarify the tasks being outlined in this Plan.

5. Relocation Budget Report:

Consultant shall assist Owner in developing a cost estimate for the relocation, which will be used to produce a Budget Report. The report shall describe funding allocation, disbursement schedules and authorization requirements. It shall include a variance report in a format developed with and approved by Owner that shall track and offer explanations for variances between estimated and actual costs. Consultant shall conduct work sessions with Owner to develop the report format and obtain funding and cost information for the project.

The Budget Report Update shall be issued as Draft Budget Report. After review and comment by Owner, a Final Budget Report will be issued that will be used to track and monitor the budget for the project.

The Budget Report will be updated after each move or as agreed upon with Owner. Consultant shall meet on a regular basis with Owner and other pertinent personnel in a working session format. The Budget Report shall be updated at this meeting and Consultant shall provide a consolidated report one week after each session.

A Final Close Out Budget Report, which shall be issued following the last contracting action for the relocation, shall document actual costs from contracting actions into the budget replacing estimates, wherever possible.

- 6. Relocation Procurement:** Consultant shall provide technical assistance to Owner in the preparation of scopes of work (SOW) and technical requirements for inclusion in the solicitation or negotiation of mover services and other services as required. Consultant will assist with the preparation and submittal of bid packages and will coordinate and conduct bidder's conferences and walk-through of Owner's current and new facilities.
- 7.** Consultant will assist with the evaluation of bid responses and the resolution of outstanding issues and/or conflicts to and make recommendations for Owner approval prior to contract awards for the relocation services.

PART C: MOVE MANAGEMENT

Consultant shall coordinate all aspects of the physical move of FF&E and personnel to and from the Project.

- 1. Relocation Package:** A Relocation Package shall be developed to answer the most commonly asked questions associated with a move and to provide pre-move preparation, move, and post-move problem resolution guidance. It will also provide personnel with information about building and area amenities and features.

The Relocation Package shall be comprised of two documents:

- a. **Relocation Handbook:** The Relocation Handbook shall detail how communications shall occur between the Project Team, Functional Move Coordinators and the personnel to be relocated. It shall consist of a detailed set of instructions on how to pack, how to tag, and how to prepare furniture, furnishings, and equipment for a move. It will include a list of points of contact for all aspects of the move and a schedule for move activities. Special security, information technology and building requirements or regulations will be included. A Draft Relocation Handbook shall be reviewed and approved by Owner prior to providing the Final Relocation Handbook to the

employees two to three weeks prior to their physical move. The Relocation Handbook will be bound with GBC binding.

- b. **Orientation Guide / Welcome Package:** Consultant shall develop and publish an “Orientation Guide / Welcome Package” for employees to be provided to them two weeks before their physical move.

The Orientation Guide/Welcome Package shall be an 8 1/2” x 11” booklet bound with GBC binding. The booklet shall include a welcome letter and sections addressing: the building layout (specifically noting copy rooms, break rooms, rest rooms, etc.), building regulations, security procedures, a neighborhood map, neighborhood businesses (banks, cleaners, day care centers, etc.), neighborhood amenities (movie theaters, etc.), public transportation resources, telephone listings, telephone and computer system information, problem reporting procedures, and other helpful information.

- 2. **Pre-Move Preparation Management:** For each move Consultant will provide Pre-Move Preparation Management to Owner as described below. During this time the Coordination Meetings (described earlier) will continue to take place with Owner, IS, and all Vendors associated with a move.

- a. **Identify Functional Move Coordinators/Move Committee:** Consultant shall work with Owner to identify their Functional Move Coordinators to represent each department or group moving as a Move Committee. The Functional Coordinators shall serve as the main conduit of information between the departments or group they represent and the project team. Consultant shall meet with the Functional Coordinators as required (no more than four times) prior to each move to provide move updates and information, walk through their space to identify special requirements and obtain final “to/from” information.
- b. **Town Hall Meetings:** Consultant shall hold move orientation meetings for employees two (2) weeks prior to their move. At this time questions about the move shall be answered and Relocation Handbook and Orientation Guide/Welcome Book shall be distributed. A meeting shall be held prior to each move.
- c. **Construction Meetings:** Consultant shall attend weekly Owner Architect Contractor (OAC) construction meetings approximately four to six weeks prior to each move to assess any changes in the construction schedule that could impact the delivery and installation of FF&E or the move-in schedule. Information from these meetings shall be used to update the Relocation Schedule and Action Item Report.
- d. **FF&E Management:** Consultant shall assist Owner in the coordination of FF&E vendors/contractors, observe the installation of FF&E on a weekly basis, and shall assist Owner in the close out of FF&E contracts by verifying that all work, including completion of punch list work, is complete.
 - i. **Scheduling and Logistics:** Consultant shall take a proactive role with the vendors, particularly furniture vendors. Immediately after the vendors have been identified, Consultant shall meet with the pertinent manufacturers, dealers and installers to establish schedules, installation guidelines, security requirements, discuss UNMH, UNM, and building policies and procedures as well as roles and responsibilities for the project. The Action Item Report will include schedule and logistics information for each type of furniture and equipment. The Report will show the integration of the delivery, installation and removal of

packaging materials for each FF&E vendor. Use of loading docks and elevators will be coordinated through this effort.

After the initial meeting, Consultant shall coordinate and hold meetings with the vendors prior to each move to discuss and organize logistics, confirm schedules and access for deliveries to the site.

Consultant shall assist Owner with vendor/contractor coordination; to assure that the work of these groups shall be completed on-schedule. Consultant shall coordinate partial space substantial completion dates required for the installation of IT and Telecommunications equipment with Owner and the Contractor. Consultant shall also coordinate the installation of IT and Telecommunications cabling and equipment with the furniture vendors.

The Relocation Schedule and Action Item Report shall be updated with furniture schedule and logistics information for each move.

- ii. **Tracking:** Consultant shall assist Owner in tracking all the new furniture being procured for the facility from time of order entry up to delivery and installation. Furniture manufacture and delivery dates shall be used to update the Relocation Schedule and Action Item Report for each move.
- iii. **Installation Observation.** Consultant shall be on site during the first day of installation to ensure that the dealer/installers have protected the building properly and are following all the rules, regulations and procedures required of them. At this time Consultant and Owner's Project Manager shall meet the Installation Field Manager. At all times, Consultant shall observe the installation of the furniture; and assist Owner's on-site Project Manager with resolution of any deficiencies that may be occurring. Consultant shall develop a Damage Notification Form for use by Owner's on-site Project Manager to document any damage being done during the physical installation.

Owner is not responsible for equipment, materials, etc. left on site overnight.

After the first day of installation, Consultant shall maintain field observation services during the installation period for the FF&E.

Upon completion of the work on each floor, Consultant shall verify that the furniture has been installed in accordance with the approved installation drawings and assist Owner with project close-out.

- e. **Move Contractor/Third Party Vendors Coordination:** Consultant shall hold meetings with the Move Contractor and other third-party vendors to discuss and organize logistics, confirm scopes of work and arrange access for deliveries to all sites. The moving contractor shall jointly develop a flow pattern diagram, pull sequence, move phasing plan, and generally coordinate physical move logistics. The Relocation Schedule and Action Item Report shall be updated for each move with information developed in these meetings.
- f. **Coordination of Pre-Move Activities:** Consultant shall be responsible for coordination of task assignments, follow-ups and instructions to all parties involved in the move. Consultant's services shall include, but not be limited to the following:
 - i. Move Sequencing, final plan development
 - ii. Management of master "to/from" list

- iii. Tag new items in accordance with Owner asset management polices
 - iv. Schedule coordination implementation and tagging procedures
 - v. Provide updated information on relocated items to Owner's asset managers
 - vi. Identify special moving requirements
 - vii. Transportation coordination
 - viii. Loading Dock Scheduling
 - ix. Elevator scheduling
 - x. Coordination of protection for building surfaces
 - xi. Development of Directional Signage for move
 - xii. Placement of Move Placards and Signage
 - xiii. Damage recording procedures
- g. **Building Coordination:** Consultant will coordinate with all building personnel (i.e. building managers, security, elevator engineers, loading dock managers, and other building personnel) to ensure they are informed of all move plans and that proper coverage will be provided during moves.
- h. **Pre-Move Walk-Through and Briefing:** Consultant shall conduct pre-move inspections of the spaces to be occupied in the move and the origin sites being vacated to ensure there are no obstacles that could affect the relocation. Consultant shall conduct a walk-through and briefing with the move contractor prior to each move to view all spaces involved and review move flow strategies. Consultant shall modify move-specific plans and schedules or develop contingency plans, as required, following each briefing. The Lessons Learned from previous moves will be reviewed and incorporated into future moves.

3. **On-Site Move Management:** For each move, Consultant shall provide overall management and coordination of all move activities. Consultant site supervisors shall be present during all move contractor activities. Consultant shall oversee the move contractor to ensure all boxes, equipment and furniture is handled according to the established procedures and plans. Consultant shall coordinate continuously with Owner, Building Management, Security, etc. to ensure compliance with the project schedule and move procedures.

Consultant is responsible for damages to the Project while the building is under their supervision.

4. **Post-Move Management:** Consultant shall assist Owner with the identification and resolution of problems associated with each move and document "Lessons Learned".
- a. **Help Desk:** Consultant shall establish and staff the Help Desk for each of the first two days following each move, including a "lost and found" which will offer a single point of contact to resolve post relocation issues as well as establish an area for missing boxes, etc. Consultant Help Desk staff shall receive and review all problem reports utilizing Post-Move Damage/Assistance Request Forms developed by Consultant, assign matters to appropriate personnel or vendors (furniture, IT, building maintenance, etc.) and shall document the resolution of each report.
 - b. **Damage Forms:** Consultant shall provide customized "Post Move Damage/Assistance Request Forms" to be placed at each workstation and office for post move related problems. These forms will be collected, categorized according to area or expertise (move related, furniture, telephones, computers) and prioritized according to effect on operations and previously agreed upon priorities for resolution.
 - c. **Post-Move Resolution:** Consultant shall assist Owner with the resolution of post move issues and coordinate the repair of any damage resulting from the work of the move vendor.

- d. **“Lessons Learned” Meeting:** Consultant shall participate in a team meeting following the first move to discuss issues that arose during the move. Consultant shall work with the team to develop resolutions or adapt procedures, as required.
 - e. **Management and Coordination of Excess Furniture and Equipment:** Consultant shall coordinate the removal of all excess furniture and equipment with the appropriate parties. The management of this effort shall include:
 - i. Scheduling of trucks to pick up excess furniture and equipment
 - ii. Coordination with all building personnel (i.e. building managers, security, elevator engineers, loading dock managers, and other building personnel) to ensure they are informed of all move plans and that proper coverage will be provided during moves.
 - iii. On-site move management and coordination of the removal of all excess furniture and equipment at the existing location.
5. **Move Close Out:** Consultant, following the completion of all installations and development of punch lists, shall assist Owner with the administrative close out of vendor/contractor contracts. Consultant shall assist Owner in order verification, problem resolution, evaluation of change orders, and the collection of warranties maintenance requirements and recommendations for final acceptance and payment. It is anticipated that these services will extend approximately four (4) weeks after the final move.
6. **Move Management Close Out Electronic Documentation:** All Move Management Close Out documentation shall be provided to Owner on thumb drive and paper copy. Three paper copies shall be provided to Owner.

Part D – Supplemental Services

From time to time, during the term of any resulting price agreement, Owner may request supplemental services as noted below. Pricing for this scope will be based on hourly rates provided elsewhere in the Proposal.

- 1. Lean Process Services
 - a. Future state process conceptualization
 - i. Lean training
 - ii. Virtual waste walks
 - iii. Brainstorming with clinical leaders
 - b. Pre-activation Lean implementation services
- 2. Facility Transition and Activation Planning
 - a. Identify barriers to move-in preparations
 - b. Development of consistent organizational training process
 - c. Standardize process improvements and workflows
- 3. Workplace Orientation/Organization
 - a. Establish visual controls
 - b. Standardize supply storage, location, and replenishment plans
 - c. Workflow optimization
 - d. Staff readiness training
 - e. Conduct “dry run” training simulations

4. PROPOSAL: Proposals should be efficiently written, while providing sufficient information to allow the Owner to evaluate the Consultants approach, experience, staff and availability. Limit proposals to single sided pages, including graphics and divide each TAB by section dividers.

The proposer shall submit the following information organized as detailed below:

1. FORWARD (no tab)

- a. Include a Letter of Introduction highlighting your firm and what makes it especially qualified to assist in the Project.
- b. Have the Addenda Acknowledgement signed by an officer of the proposing firm with the authority to commit the firm and file immediately following the Letter of Introduction.

2. TAB A – Experience & Team

- a. Provide information on your firm’s experience as a Move Management Consultant (Consultant), including a listing of three (3) specific projects of similar size and scope. Describe each project briefly including positive outcomes your firm helped achieve.

Include names, addresses and telephone numbers of references from these projects. **The Evaluation Committee may contact any or all business references for validation of information submitted.** UNMH reserves the right to check references on all Offeror’s, finalists only, or to wave reference checks in its sole discretion. Additionally, UNMH reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

- b. Provide an organization chart for managing and executing this contract. In tabular form, for each of the included project examples, identify which of the proposed team members worked on the example project and in what capacity. Clearly indicate the individual who will serve as the lead Consultant Agent.
- c. Provide resumes of key staff and sub consultants shown on your proposed team organization chart. The resumes shall include specific information about expertise in as it relates to this scope.

3. TAB B - Approach

- a. Describe your proposed approach to managing the project expertly and efficiently to achieve the proposed scope of work, including distribution of tasks, travel, and duration of which staff will be onsite during what periods of time, etc. Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships. Describe how you intend to determine the appropriate level of effort for the various types of Medical Equipment.
- b. Discuss your firm’s methodology to ensure compliance with the Owner’s budget.

- c. Discuss your firm's database and management tools that will be used to manage the tasks and track issues for this project. Can UNMH staff access these systems via web connection or portal? Include sample data, screen prints, schedules and reports relevant to this project.
- d. Provide a preliminary schedule that sequences the major scope of services against the Contractor's schedule provided.
- e. Describe your proposed approach to managing the project expertly and efficiently to achieve the proposed scope of work, including distribution of tasks, travel, and duration of which staff will be onsite during what periods of time, etc. Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships. Describe how you intend to determine the appropriate level of effort for the various phases of the move.
 - i. What guiding principles do you follow to achieve a successful move?
 - ii. What is the best organization and structure for mobilizing Owner's departments and staff for planning the move? How are Owner's people best involved? What are the distinct and the shared responsibilities of Owner, the activation plan consultant, and the movers?
 - iii. Outline the entire process, major phases, steps by phase that are proposed for Owner planning, and the move itself.
 - iv. Identify what information will be needed from Owner in order to complete the work.
 - v. Outline special problems that the offeror has encountered in other large / complex organizations, and how they could be avoided on the Project.
 - vi. Identify probable challenges unique to this Project and Proposer's mitigation strategy.
 - vii. What duplication of operations (equipment, staffing) is needed before and at the time of the move?
 - viii. How is training of staff for the move handled? Who does the training?
 - ix. How are communications handled? By whom?
 - x. How are relationships with governmental agencies, licensing and accrediting organizations best handled? How are the representatives of these organizations involved?
 - xi. Describe the scope of your services in the de-activation plan, including the cleaning of areas to be vacated, dispersing unneeded equipment and furnishings, and disposition of records.

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- xii. What are the unique considerations of a hospital move, compared to moving a large office, manufacturing establishment, or other complex enterprise?
- xiii. What clinical services require special attention, and why? How have you dealt with these in other activation plans?

6. TAB C - Miscellaneous and Supplemental Consulting Services

- f. Discuss your firm's "Loss Prevention Plan" to secure items in this scope from theft, damage and relocation.
- g. Recommend any alternates to the scope of work in this RFP that may be in the best interest of UNMH.
- h. Are there any areas not mentioned in the Scope of Work above which should be considered? Are any of the items listed not necessary to successful completion and occupancy of the facility?
- i. What additional specific information do you need from UNMH in the RFP to provide a meaningful proposal for the project?
- j. From time to time, during the term of any resulting price agreement, Owner may request supplemental Part D Supplemental Services. Pricing for this scope will be based on hourly rates provided elsewhere in the Proposal.
- k. For what similar projects has you firm been retained to do similar work during the proposed period through Fall of 2024? Provide general description of size and scope. How will you prevent those engagements from impeding your firm from completing this scope of work?
- l. Consultants are required to self-identify any partnership or business arrangement that involves partnerships, contractual agreements, such as, but not limited to being a distributor of goods and services related to Move Management Consultants that will be sold to UNMH as a part of this project. If this applies, please provide detail under this Tab.
- m. Consultant submit proposed form of agreement. UNMH's acceptance of your proposal does not constitute acceptance of your proposed agreement UNMH reserves the right to negotiate any resulting agreement

4. TAB D – Fees & Expenses

- a. Provide your proposal of total fee to accomplish the work of the Move Management Consultant for the project. Fee should include associated meetings, progress reports, communications, etc. It is the Owner's intent that full time equivalent personnel do not begin incurring fee until after the 100% New Hospital Construction Documents are

issued.

Break down the pricing into Parts A, B, and C phases of work. Further subdivide by major trade scopes.

- b. Provide an hourly rate for each team member, including overhead, along with rates and fees for all other costs the Owner could incur from the proposer in this contract. Provide the level of effort for each of the primary team members.
 - c. Provide a unit cost for miscellaneous costs, equipment charges, etc. If included in above total cost, so state.
 - d. Provide a Not to Exceed Reimbursable Expense estimate for travel, lodging, meals, misc. expenses, etc. that the Consultant will require to deliver the Scope of Services. Expense are to be reimbursed without markup, and not to be exceeded without Owner prior approval. Consultants are to adhere to the UNMH Travel Policy **(Exhibit O)**.
 - e. Provide a Budgetary Estimate of warehouse storage and moving company costs. This estimate will not be utilized in the scoring of this RFP and is not to be included in any of the above totals.
5. It is the intent of UNMH to arrive at a fixed price contract with the successful Proposer, based upon the final agrees scope of work, the unit costs provided from the proposer, and the estimate of total costs provided by the proposer.
4. **PRICING:** As noted in Exhibit A-PART A
5. **PAYMENT TERMS:** As noted in Section Exhibit A-PART A
6. **CONSTRUCTION SCHEDULE:** Exhibit L
7. **PLANS AND CONSTRUCTION BID DOCUMENTS:** Exhibit M
8. **INFORMATION SYSTEMS SECURITY:** The Offeror shall complete and submit **(Exhibit J)**

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EXHIBIT B - EVALUATION CRITERIA

1. EVALUATION CRITERIA

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

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

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

UNMH reserves the right in its sole discretion to score and award Parts A & B separately, or in a combined score and award to one Firm. If UNMH determines to make a combined award UNMH will not score separate proposals. It is the preference of UNMH to receive a combined proposal. The Offerors should clearly identify any discount applicable to a combined proposal, if none, please so state.

2. EVALUATION CRITERIA SUMMARY:

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

PROJECT TEAM	30	Points Possible
FIRM CAPALITIES	25	Points Possible
PROJECT APPROACH	25	Points Possible
WORK LOCATION	5	Points Possible
COST PROPOSAL	15	Points Possible
TOTAL	100	Points Possible

**EVALUATION CRITERIA
(PRELIMINARY SELECTION/ EVALUATION FORM)**

**UNIVERSITY OF NEW MEXICO HOSPITALS – NEW HOSPITAL TOWER AND
PARKING STRUCTURE**

QUALIFICATION BASED SELECTION (This form is to be used in the evaluation of the firm proposal for the short listing selection process)

Name of Firm: _____

QUALIFICATIONS:	Score
A. PROJECT TEAM	_____ / 30
❖ Qualifications and relevant individual experience	
❖ Demonstrated success on past projects of similar scope and complexity.	
❖ Unique knowledge of key team members relating to the project	
❖ Experience working as a team	
❖ References	
B. FIRM CAPABILITIES	_____ / 25
❖ Experience of the Firm with projects of similar scope and complexity	
❖ Are the lines of authority and coordination clearly identified?	
❖ Are essential management functions identified?	
❖ Do firm executives understand the scope and scale of this project?	
❖ Current and projected work load.	
C. PROJECT APPROACH	_____ / 25
❖ Reporting.	
❖ Quality control methodology.	
❖ Schedule.	
❖ Time commitment of key staff vis a vis the schedule	
❖ Key staff involvement in project management and on-site presence	
D. WORK LOCATION	_____ / 5
❖ Proximity of firm's office as it may affect coordination with the Construction the Construction Manager and the project location.	
E. PRICE:	_____ / 15
TOTAL SCORE	_____ / 100

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NOTES:

**EVALUATION CRITERIA
(INTERVIEW SELECTION/ EVALAUTION FORM)**

**UNIVERSITY OF NEW MEXICO HOSPITALS – NEW HOSPITAL TOWER AND
PARKING STRUCTURE**

QUALIFICATION BASED SELECTION (This form is to be used in the evaluation of the firm oral interview in the selection process)

Name of Firm: _____

1. PROJECT TEAM
2. FIRM CAPABILITIES
3. PROECT APPROACH
4. WORK LOCATION

TOTAL SCORE _____ / 50

**EXHIBIT D
AUTHORIZED SIGNATURE PAGE**

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

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**

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: _____

<p>Please return this form to: The University of New Mexico Hospitals Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)</p>	<p>NOTE: This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.</p>
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Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301.
 (Rev. 6/2002)

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

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

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

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

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

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:
CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

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

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

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

2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

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

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

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

**EXHIBIT G
INSURANCE REQUIREMENTS**

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

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

COMPENSATION INSURANCE:

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

OFFEROR'S PUBLIC LIABILITY INSURANCE

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

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

OFFEROR'S VEHICLE LIABILITY INSURANCE:

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

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

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

The Offeror shall either:

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

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

EXHIBIT H

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

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

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

**EXHIBIT I
STANDARD TERMS 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 (Owner) reserves the right to negotiate with a successful Offeror (Contractor)(Consultant) 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 proposed changes to the terms and conditions attached to this RFP must be stated in Offerors' proposal in a Section marked "TERMS AND CONDITIONS". Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by UNMH at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract will be ineffective and inapplicable.

UNMH reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNMH. 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.

1. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.
2. **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.
3. **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.
4. **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.
5. **AWARDS – MULTIPLE.** The UNMH 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.
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. **CHANGES.** The University may make changes within the general scope of any resultant Purchase Order/Agreement by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order/Agreement as changed hereunder.

9. **CASH DISCOUNTS.** The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
10. **CLEAN UP.** It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all contractors' equipment excess materials and rubble.
11. **CONFLICT OF INTEREST.** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.
12. **COOPERATION AND DISPUTE RESOLUTION.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute
13. **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.
14. **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.
15. **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.

16. **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.
17. **DISCOUNTS.** If prompt payment discounts apply to any resultant Purchase Order/Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been received by the University's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.
18. ****ECCN REPORTING REQUIREMENT.** Seller acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Seller agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Seller shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to UNMH without prior written notice. In the event that UNMH agrees to receive such export-controlled information, equipment or materials, Seller shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: ECCN@UNM.EDU
19. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under a resultant Purchase Order/Agreement, have been excluded from

- participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.
20. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.
 21. **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.
 22. **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 as applicable. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
 23. **GENERAL TERMS AND CONDITIONS:** UNMH's General Terms and Conditions are an equal and integral part of this request. All terms and conditions of this request will remain unchanged for the duration of the contract and will supersede and take precedence over any Offeror's agreement forms. Offeror must include a detailed description regarding any exceptions to the terms and conditions of this RFP. If exceptions or deviations are not clearly stated, it is understood that the terms and conditions of this proposal shall govern.

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.

24. **F.O.B.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.
25. **FOREIGN PAYMENTS.** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.
26. **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.
27. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to a resultant Purchase Order/Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.
28. **INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its sub-contractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the University. The liability of the University will be subject to all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended."

29. **INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.
30. **INSPECTION.** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of any resultant Purchase Order/Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.
31. **INSPECTIONS, SELLER.** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this RFP.
32. **INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.
33. **INSURANCE REQUIREMENTS:** The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications. Offeror must submit proof of insurance in the form of a "Certificate of Insurance" to the appropriate Buyer prior to commencing work under this 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. This Request for Proposal Number must appear on the Certificate of Insurance.
34. **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.
35. **MERGER.** The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.
36. **MINIMUM WAGE RATES AND PAYROLL SUBMITTALS.** Jobs with an estimate cost >\$60,000 done under this IFB will be subject to the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA, 1978 as amended) and per exhibit labeled "Wage Act." Minimum wages will be supplied at time of award or may be obtained from the State of New Mexico Labor & Industrial Commission, 1596 Pacheco Street, Santa FE, NM 87501.

For all federally funded construction projects greater than \$2,000 the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this IFB to the appropriate oversight agency and UNMH's Office of Capital Projects in accordance with 29 CFR 3.4. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this IFB.

Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent weekly to UNMH Office of Capital Projects. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employees' wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date

37. **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.
38. **NON-PERFORMANCE PENALTIES.** The Offeror agrees to pay UNMH an amount equal to \$500.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. UNMH may subtract this amount from any monies due to the Offeror.
39. **NOTICES:** Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

UNMH Address:
The University of New Mexico Hospitals
Purchasing Department
933 Bradbury Dr. Se Suite 3165

Albuquerque, NM 87106

40. **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.
41. **OTHER APPLICABLE LAWS.** Any provision required to be included in a resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
42. **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.
43. **OWNERSHIP OF DOCUMENTS.** All documents which are prepared by the Seller or any member of the consulting team that form a part of its services under a resultant Purchase Order/Agreement are the sole property of the University of New Mexico Hospitals and such works may not be reproduced nor distributed without the express written consent of the University of New Mexico Hospitals and shall be delivered to UNMH upon termination and or completion of this Purchase Order/Agreement if UNMH so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNMH shall receive all original drawings and the Seller shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Purchase Order/Agreement, the work product required by the Purchase Order/Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNMH shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNMH and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order/Agreement to UNMH.

Inventions. For the consideration payable under a resultant Purchase Order/Agreement, the Seller agrees to report any invention arising out of the Work required by the Purchase Order/Agreement to UNMH. UNMH shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Seller or member of the consulting team as part of the performance of Work. The Seller hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNMH and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Seller shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to UNMH.

Survival of Provision. This provision shall survive expiration and termination of the Purchase Order/Agreement.

44. **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.
45. ****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.
46. **PAYMENTS FOR PURCHASING.** No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNMH using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
47. **PAYMENT TERMS.** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be 1% per month.
48. **PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment

insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

49. **PENALTIES.** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.
50. **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.
51. **PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider. Acknowledgment of Access to CDI: Service Provider acknowledges that the Purchase Order/Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Purchase Order/Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all sub-contractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase Order/Agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order/Agreement.

Note: Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed."

52. **PUBLIC INFORMATION.** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNMH Purchasing Regulations 11.6.3.)
53. **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.
54. **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.
55. **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.
 56. **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.
 57. **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.
 58. **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.
 59. **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>.
 60. **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.
 61. **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.
 62. **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.
 63. **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.
 64. **SITE LOCATION.** Due to CV-19 and the current state of project construction, UNMH will not facilitate site inspections. The included Site Drawings shows the project location at the NW intersection of Lomas and Yale.
 65. **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.

66. STATE AND LOCAL ORDINANCES. The Offeror shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved.
67. TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS). In the performance of construction related services under this solicitation, the Seller agrees to work with and cooperate with the University's Tax Cost Segregation Consultant. The University's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico Gross Receipts Tax for each general Offeror involved with the construction projects at UNMH. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by UNMH for various construction projects.
68. TERMINATION AND DELAYS. The University may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. be liable for consequential damages. The University may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions The University shall not of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.
69. THIRD PARTIES. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
70. TITLE AND DELIVERY. Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.
71. WAIVER. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.
72. WARRANTIES. Seller warrants the goods and/or services furnished to be exactly as specified in any resultant Purchase Order/Agreement, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.
73. WARRANTY: Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
74. WORKERS COMPENSATION. No workers compensation insurance has been or will be obtained by UNMH on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.
75. WORKMANSHIP/COOPERATION. All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Seller will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.
76. VIZIENT MEMBERSHIP. The University of New Mexico Hospital is an owner member of the Vizient Purchasing Organization. In the event an award is made to Contractor who currently, or in the future, has a contract with Vizient and the s proposed are on the contract with Vizient, the Contractor may be required to report all sales to Vizient.
77. HSC CODE OF ETHICS. Vendor acknowledges that UNM's Health Sciences Center (UNMHSC) has adopted a code of ethics, which sets forth the ethical values and compliance standards by which the U NMHSC, its component units, and third party vendors, including contractors will conduct their affairs and conduct their operations. The code of ethics may be found at <http://hsc.unm.edu/policyoffice/ethics>.

EXHIBIT J
INFORMATION SYSTEMS SECURITY PLAN INFORMATION

UNMHSC Information Security Plans are to be developed and documented for IT systems, as per the UNM Hospitals' Information Technology Security Procedures. This template is to be used as a guide in developing individual security plans for new and changing application and infrastructure systems. All projects must also be placed into the Online Request System (ORS) for project prioritization, development and resource review. **Purchases, Contracts and Implementation of new IT assets will not move forward without the completion of an IT Security Plan.**

- Note to our vendors: your equipment, applications, databases, etc. end up on our environment. All of these must be reviewed for proper resources, security, backup, etc. You must work with the team or project leader to complete the questions below for the most effective and timely implementation.
- The IT Security Plan answers start with the data flow diagram. Without an understanding how the system works and where the application, system or database resides and how the users and support access and support the system is very difficult to answer the following questions.
- **Note:** For confidential or Restricted Data outsourcing UNMHSC requires all available third party security certifications/attestations (preferably based on standards such as: (ISO 27002, HITRUST, NIST 800-53, SSAE-16 SOC 2, or equivalent) from the vendor that are applicable to the service / application under consideration. For payment card hosting, PCI DSS attestation and reports will be required.
 - If necessary, the vendor can submit a redacted copy of certifications to safeguard sensitive information.
 - UNMHSC reserves the right to request and review the vendor's third party certifications/attestations annually.
 - Any vendor who also partners with third parties that create, use, transmit, receive or store UNMHSC data are required to provide independent third party security certifications/attestations.

Important: Start this effort by creating a Visio or other graphical workflow of the system. Include workstation or other device where information is created or accessed mapping through appropriate network areas, include the server/database/application and then diagram return paths if applicable. Finally, map the backup and recovery processes.

A security plan should include at minimum a description of the security processes for the system, access and confidentiality requirements and restrictions, security administration processes, data classification designations, legal requirements for security and privacy, training, security testing, infrastructure security components, roles & responsibilities for security functions, physical security, and back up and disaster recovery requirements. The Security Plan should describe the security needs and processes for the 'Life Cycle Support' of the system.

The Security Plan will be initiated in the early phases (business analysis and requirements) of a project, and completed before the system is migrated to production. This template will be used to document security plans upgrades to current systems as well as for current systems, where such documentation does not exist.

Please complete all sections of the plan. To view this exhibit please visit **RFP P434-20:** <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>.

Contact the IT Security Office with questions at 505-272- 3282.

**Exhibit O
Travel and Expense Reimbursement**



Applies To: UNMH
Responsible Department: Finance
Revised: 10/2014

Title: Travel and Expense Reimbursement While on Official Hospital Business	Policy
Patient Age Group: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> All Ages <input type="checkbox"/> Newborns <input type="checkbox"/> Pediatric <input type="checkbox"/> Adult	

POLICY STATEMENT

It is the policy of the UNM Hospitals (UNMH) to define allowable travel expenses while away on official Hospital business and establish reimbursement process for the incurred travel expenses.

APPLICABILITY

This policy is applicable to all employees of UNM Hospitals as well as governing members of UNM Hospitals. Provisions of this policy may apply to vendor travel reimbursements.

POLICY AUTHORITY

Chief Financial Officer

REFERENCES

Any policy or procedure not defined in this document is covered by the University of New Mexico, University Business Policies and Procedures Manual, Travel Policy UBPPM 4030.

The Per Diem and Mileage Act, Section 10-8-1 to 10-8-7, NMSA 1978, governs the reimbursement for travel by all employees of state agencies and local public bodies. The New Mexico Secretary of Finance and Administration sets the actual rates, and Article 12 governs employees of state educational institutions.

Allowable expenses, for which reimbursement will not be made by any other agency, are defined below.

IMPLEMENTATION PROCEDURES

1. All travel requires prior Administrative approval.
 - 1.1. Employee travel requests require approvals from the Department Head, Executive Director, and the Administrator.
 - 1.2. Administrator and Governing Member travel requests require approval by the Chief Executive Officer.
 - 1.3. Chief Executive Officer travel requires Administrator approval.
 - 1.4. UNM Hospital employees are required to verify approval status prior to making travel arrangements.
2. It is recommended that only one employee per department attend a conference, workshop, or seminar.
 - 2.1. Approval for more than one employee to attend must be obtained from the Administrator.
 - 2.2. When conferences, workshops, or seminars are given in multiple locations, the traveler will attend those in, or closest to, Albuquerque.

3. No traveler (employee or governing member) will be reimbursed for more than thirty (30) days per diem in any fiscal year for attending educational or training programs unless written approval is received from the Chief Executive Officer.
4. To be eligible for reimbursement, other than mileage, employees or governing members must travel at least thirty (30) miles away from the hospitals or assigned work location on official hospital business.
5. Travel time includes the time required to travel to and from the business destination, excluding the normal commuting time required to travel from the residence to the hospitals or assigned work location.
 - 5.1. Travel time does not include time spent for personal business or time required to travel by car, which exceeds travel time by commercial airline, unless travel time by car is necessitated by the nature of the trip.
 - 5.2. For commercial transportation, an additional one and a half (1 1/2) hours for domestic travel and two (2) hours for international travel before the scheduled departure and one (1) hour after the scheduled arrival are allowed. Claims for any departure or return times that do not coincide with the ticket must be explained in writing.
6. A UNM Hospitals [Travel Request Form](#) must be completed for all travel.
 - 6.1. All travelers must read and acknowledge their understanding of responsibility associated with travel. The acknowledgment section states that any traveler who deviates from the established air arrangements will be responsible for some or all of the airfare cost.
 - 6.2. Travel Request form must be completed, approved by administrator and submitted to accounting for processing.
 - 6.2.1. Employee who is requesting travel must submit a UNM Hospitals Travel Request form and all supporting travel information for approval. Supporting information is to include event description, event start and end dates, event start and end times, event furnished meals and pricing.
 - 6.2.2. Travelers must notify Accounting when travel or seminar is canceled so checks can be canceled, refunds requested, and/or travel requests removed from pending files. If notification is not provided to accounting, the traveler will be responsible for the expense incurred.
7. Travel should be accomplished in the most economical manner practical at the time.
 - 7.1. Actual cost of airfare, train fare, or bus fare may be claimed if one of these methods of travel is utilized.
 - 7.1.1. The Hospitals will pay the reasonable cost of commercial coach airline travel.
 - 7.1.2. The Administration office will coordinate air transportation arrangements.
 - 7.1.3. Flight arrangements will be scheduled to correspond as closely to the hospital business or conference as possible.
 - 7.1.4. If the airfare is substantially less when weekend days are included in the length of stay, the flight may be scheduled to include a weekend day.
 - 7.1.5. Travelers are expected to plan their travel far enough in advance to be able to receive the lowest airfares available.
 - 7.1.6. Flight arrangements not made through Administration will require justification for exception and approval by Chief Financial Officer.
 - 7.1.7. Reimbursement will be limited to allowable amounts as indicated within this policy.
 - 7.1.8. If an employee elects to drive their own vehicle to a location that is accessible via air travel, then the employee will be reimbursed at the lesser of requested reimbursement for mileage or other transportation cost(s) or economical air travel pricing.
8. Travelers are encouraged to use complementary or public transportation when available.

- 8.1. Reasonable transportation to and from the hotel, conference or airport will be reimbursed with proper receipts.
- 8.2. Automobile rental is permitted when no other practical alternatives are available. Automobile rental must be requested and approved by the Chief Financial Officer prior to travel. Only approved automobile rental will be reimbursed.
 - 8.2.1. Travelers should seek economical automobile rental options and inform Administrator if none are available.
 - 8.2.2. UNM Employees are responsible for ensuring the rental vehicle has the required insurance coverage either by renting from a contracted vendor or by selecting the rental agency coverage. The University has corporate rates with selected rental agencies which include a loss damage waiver. If the traveler does not choose one of these options, the State of New Mexico Risk Management Division provides coverage to state agencies and universities for rental vehicles used for official business. The coverage is subject to a \$1,000 deductible which would be a cost charged to the traveler's department. If this option is chosen, the traveler should be aware the rental agency may charge the traveler's credit card either the \$1,000 deductible or the cost of repairs until full payment for damage is received from the State of New Mexico and UNM.
- 9. UNM Hospitals reimburses actual lodging expense.
 - 9.1. Travelers should seek economical lodging options and inform Administrator if none are available.
 - 9.2. Employees will not be reimbursed for personal entertainment expense.
 - 9.3. Costs of using the telephone provided by the hotel are covered under miscellaneous expenses below.
 - 9.4. Employees will not be reimbursed for room service under lodging expense.
 - 9.5. Actual reasonable lodging expenses will be reimbursed when supported by original itemized receipts.
- 10. UNM Hospitals provides a per diem allowance for meals.
 - 10.1. The per diem is intended to cover the cost of meals while on official Hospital business. Receipts for meals are not required.
 - 10.2. The per diem meal allowance will be reduced when meals are provided.
 - 10.3. The meals and incidental expense per diem rate is determined by the IRS and the U.S. Department of State. The IRS approved meals and incidental expense per diem rates applicable to this section are listed in the "M & IE Rate" column in the publication found at www.gsa.gov (follow links for per diem rates).
 - 10.3.1. Travelers may request reimbursement of the federal rate for each full twenty-four (24) hour period subject to limitations discussed in Section 10 herein.
 - 10.3.2. For partial day travel, either when overnight travel is not required, or when it follows or precedes a twenty-four (24) hour overnight travel, the following table applies. Use the percentages listed below to calculate per diem allowances:

Partial Period	Depart on/or Before	Return on/or After	% of Per Diem Allowed per Meal
Breakfast	6:00 a.m.	7:00 a.m.	20%
Lunch	12:00 p.m.	1:00 p.m.	25%
Dinner	6:00 p.m.	7:00 p.m.	55%

Title: Travel Expense Reimbursement While on Official Hospital
 Business Owner: Executive Director, Financial Services
 Effective Date: 10/20/2014
 Doc. #3199

- 10.4. All travel requires prior approval; therefore, a Travel Request form must be completed and approved even if the traveler is requesting only per diem allowance.
- 11. Use of a personal automobile for official Hospital business will be reimbursed at the standard mileage rate authorized by the New Mexico State Per Diem and Mileage Act for the date of travel. Employees can be reimbursed only for miles actually driven while conducting Hospital business. The rate is intended to cover all costs associated with owning the automobile, including gasoline, maintenance and repairs, insurance, etc.
 - 11.1. Mileage reimbursement for in-state travel between cities will be based on the official mileage chart (Exhibit A). Additional mileage reimbursement for conducting Hospital business while at the business destination will be allowed when accompanied by approved mileage records to document date(s), distance and purpose of travel.
 - 11.2. Mileage reimbursement may be allowed for the use of a personal automobile while on Hospital business within the local area, excluding mileage normally associated with commuting from the residence to the place of employment. Mileage will be recorded to the nearest tenth of a mile.
 - 11.3. For out-of-state travel, reimbursement for expenses incurred when traveling by personal automobile in lieu of air travel may not exceed the cost the traveler would have otherwise incurred if the traveler had flown.
- 12. Other necessary business expenses, such as ground transportation, parking, tips (exclusive of meal gratuities), business telephone calls, registration fees, copying charges, and other business expenses that can be documented as costs directly incurred as a result of the travel, will be reimbursed when itemized and explained on the Actual Expense Statement.
- 13. The per diem rates discussed herein cover incidental expenses defined by the IRS to include fees and tips for persons who provide services such as luggage handling, laundry, cleaning, and pressing of clothing. Therefore, individuals being reimbursed on a per diem cannot also claim reimbursement for these incidental expenses.
- 14. Prepaid expenses are by exception only and must be approved by the Chief Financial Officer.
- 15. Upon return from travel, the employee must complete the [Actual Expense Statement](#).
 - 15.1. All appropriate original receipts, including hotel, taxi, shuttle, pre-approved automobile rental, and parking must be attached.
 - 15.2. The Actual Expense Statement must be approved by the Administrator or Chief Executive Officer before submitting for reimbursement.
 - 15.3. Incomplete travel requests will be returned to the traveler with no payment.
 - 15.4. Travel reimbursement for employees will be processed via the UNM Hospitals payroll system. The reimbursement will be included on the next paycheck or supplemental check run.

SUMMARY OF CHANGES

Updated minimum mileage in section 4, from 20 miles to 30 miles. Replaces document of same name, last revision 10/2009.

RESOURCES/TRAINING

Resource/Dept	Contact Information
Finance Department; 272-2135	For information or assistance
UNM Travel – policy 4030	http://www.unm.edu/~ubppm/ubppmanual/4030.htm
IRS website for per diem rates	www.gsa.gov (follow links for per diem rates)
Form Link; Travel Request	https://hospitals.health.unm.edu/intranet/Finance/Forms/TravelRequestForm.xls
Form Link – Actual Expense Statement	https://hospitals.health.unm.edu/intranet/Finance/Forms/ActualExpenseStatement.doc

Exhibit P
University of New Mexico System
COVID-19 Health and Safety Procedures

In response to the COVID-19 pandemic, The University of New Mexico (“UNM”) has modified its normal campus operating procedures to protect the health and safety of the UNM’s community. In accordance with Contractor’s agreement to perform services in compliance with applicable law and UNM policies and procedures, Contractor shall comply with the following requirements, as implemented and directed by UNM, when present, entering or performing services on UNM’s campus:

- 1. Compliance with Federal Guidelines Concerning Continued Operations on Campus.** The U.S. Centers for Disease Control and Prevention (“CDC”) has provided guidance concerning prevention measures to be implemented in light of the COVID-19 pandemic. Current guidance from the CDC may be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>. UNM requires Contractor to comply with all guidance set forth by the CDC and state, including but not limited to social distancing, screening measures, hygiene practices, provision of personal protective equipment for all Contractor personnel on UNM’s campus, and education of all Contractor personnel regarding CDC and state guidance on prevention and compliance. Current CDC and state guidance include, but is not limited to:
 - Maintaining a social distance of at least six feet between individuals.
 - Washing hands with soap and water for at least 20 seconds.
 - Using hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, tools and doorknobs (to properly disinfect surfaces, refer to <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> for products that meet the EPA criteria for use).
 - Avoiding use of other persons’ phones, tools or other equipment.
 - Requiring all Contractor personnel to wear masks while present on UNM’s campus.
 - Follow any state directives required for out of state visitors
 - Prohibit non-essential visitors, vendors or contractors from entering the site
 - Screen employees before they enter the workplace each day (verbally or with written form or text-based or other app). Send employees home who are experiencing the following COVID-19 symptoms related to COVID-19 and direct them to obtain free testing through the Department of Health: Fever, cough, shortness of breath, sore throat, headache, muscle pain, chills, repeated shaking with chills, loss of taste or smell
 - Ensuring persons who are sick stay home and do not return to work until CDC criteria for return are met (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>). Also ensuring that persons who are in close contact with someone who is sick also stay home and not return until CDC guidelines are met.
 - Adhere to all CDC, state and OSHA guidelines
 - Arrange for contactless deliveries of materials and supplies
 - Mandate that only necessary personnel should enter work/supply trailers or jobsite office areas.

Contractor is responsible for its personnel’s compliance with CDC and state guidelines, including but not limited to temperature screening and provision of personal protective equipment. UNM may but shall not be responsible for providing any equipment necessary for compliance or for any in-person screening necessary to comply with applicable CDC guidelines. Contractor shall ensure current compliance with CDC guidelines and maintain compliance if such guidelines are updated.

2. Notification to UNM in Event of Positive COVID-19 Case. In the event that any of Contractor's personnel is or has been present or performing services on UNM's campus (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, then Contractor shall immediately notify UNM's Emergency Operations Center (EOC), the department they are performing services for, and the Purchasing Department, take immediate action to quarantine such person and any other Contractor personnel who may have come in contact with the person testing positive for COVID-19, and assist UNM in identifying any other persons on UNM campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on UNM's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

3. Compliance with Further Guidelines. Due to the changing nature of the COVID-19 pandemic, Contractor will monitor and comply with further CDC and other federal, state, and local guidance; modifications to UNM operating procedures; and directives of UNM relating to protection of the health and safety of UNM's community.