

**University of New Mexico Health Sciences Center  
UNM HOSPITALS PURCHASING DEPARTMENT  
933 Bradbury Dr. SE, Suite 3165  
ALBUQUERQUE, NM 87106**

**REQUEST FOR PROPOSAL Cover Sheet**

**RFP Number: P373-17**

**Offer Due Date/Time: October 13, 2017 @ 2:00 pm MST**

**TITLE: Clinical Engineering Services**

University of New Mexico Hospitals (UNMH) and Sandoval Regional Medical Center (SRMC), collectively referred to in this RFP as UNMHSC (“Owner”) invites you (“Offeror”) to submit an offer for material(s) and/or services set forth in this Request for Proposal (RFP). Please read carefully the instructions, specifications, and UNMHSC’s Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and can be disqualified. Proposals must be submitted no later than the proposal deadline date of **Friday, October 13, 2017 @ 2:00 pm MST**.

**UNMH Procurement Specialist Contact Information:**

Name: Justin M. Ayala  
Telephone: 505-925-4333  
E-mail: [jmayala@salud.unm.edu](mailto:jmayala@salud.unm.edu)

**CANCELLATION:** UNMHSC reserves the right to cancel without penalty, this RFP, the resultant contract/purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

**UNMHSC seeks to satisfy, at a minimum, the following objectives:**

- Obtain the highest quality and delivery of products and services at best overall value
- Enhanced customer satisfaction and improvements
- Facilitate purchases and not limit UNMHSC choices or negate requirements
- Obtain an extensive selection of products and services
- Support Offeror(s) that act in an efficient and effective responsible manner

The intent of this RFP is to establish a purchasing mechanism for these products and services. Upon award, an indefinite Master Price Agreement(s) will be established with the Awardee(s) and all subsequent purchase orders will be released on an as needed basis against the resultant price agreement. The Awardee(s) shall have the opportunity to market their resultant Master Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

This RFP documents the required specifications and terms and conditions. It also provides instructions for responding. Please read carefully all information herein because failure to comply with the instructions in this RFP may result in your proposal being classified as non-responsive or negatively evaluated. New Mexico criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978).

To the best knowledge of UNMHSC, the information provided in this RFP is accurate. Nonetheless, nothing in this RFP is intended to relieve Offerors from undertaking their own investigations or inquiries or performing other due diligence or forming their own opinions and conclusions with respect to the matters addressed in this RFP. UNMHSC does not represent or warrant that the information is comprehensive or exhaustive and assume no responsibility for the completeness or accuracy of the information. In particular, where information includes historical data or information, UNMHSC makes no representation or warranty that such data or information represents an accurate forecast of volumes and/or needs.

**Summary of UNMHSC:**

University of New Mexico Hospitals (UNMH) is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating nearly 90,000 emergency patients and seeing more than 500,000 outpatient visits annually. UNMH currently has a bed count of 629, it is also the largest clinical component of the University of New Mexico Health Sciences Center. There are five hospitals included within the UNM Hospital System: UNM Hospital (UNMH), Carrie Tingley Children's Hospital (CTH), Children's Psychiatric Center (CPC), UNM Psychiatric Center (UPC), UNM Comprehensive Cancer Center (UNMCCC), and Sandoval Regional Medical Center (SRMC). SRMC currently has a bed count of 60. UNM Hospitals (UNMH, CTH, CPC, UPC) are located as part of the Main UNMHS campus.

UNMHSC 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.

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## **SECTION I. SCOPE OF WORK**

### **1.1. Summary of Services**

The University of New Mexico Health Sciences Center (UNMHSC) seeks proposals from Clinical Engineering firms interested in managing and operating UNMHSC's Clinical Engineering Department.

The UNMHSC Clinical Engineering Department is responsible for utilizing and applying medical technology to optimize healthcare delivery, encompassing two distinct service lines: medical equipment and imaging equipment. The Clinical Engineering Biomed and Imaging equipment technicians at UNMHSC perform detailed and exacting work in the installation, inspection, maintenance and repair of various medical equipment, imaging equipment, and nurse call systems. Other types of repairs include; bed repair, wheel chairs and stretchers maintenance, general equipment preventative maintenance and television, audio/visual, and uninterruptable power supply systems , X-Ray, MRI, CT, and other state of the art medical imaging equipment. The department understands, troubleshoots and maintains the effectiveness of equipment and systems to adhere to safety standards of medical devices and overall Hospital policies.

UNMHSC Clinical Engineering Department strives to provide exemplary service to its end users, therefore, has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UNMHSC to ensure that the agreement remains competitive with continual review of market conditions.

UNMHSC's Clinical Engineering Departments are comprised of the UNM Hospitals Clinical Engineering Department (UNMH) located at UNM Hospitals, 2211 Lomas Blvd. NE, Albuquerque, NM, and UNM Sandoval Regional Medical Center, Inc. Clinical Engineering Department (SRMC) located at SRMC, 3001 Broadmoor Blvd. NE, Rio Rancho, NM, (approximately 30 miles separating the hospitals).

Currently, UNMH Clinical Engineering Department employs 8 Med Equipment II, 1 Med Equipment I, and 2 Med Equipment Bed technicians. The Department operates out of 7,837 square feet in multiple areas at UNM Hospitals and maintains approximately 17,500 pieces of equipment. SRMC Clinical Engineering Department employs 2 Med Equipment technicians while operating out of 550 square feet and maintains approximately 2,200 pieces of equipment.

## 1.2. Clinical Engineering Categories

### I) Management and Daily Operations

- a. Clinical Engineering services shall include, but not be limited to, providing, hiring, training, and terminating, on-site staff and expertise, as set forth in more detail in this SOW for Monday through Friday 7:00AM through 5:00PM with support available 24/7, 365 days per year.
  - i. The Clinical Engineering Department hours of operation and employee Holidays shall be consistent with established UNMHSC guidelines and policies.
- b. The Clinical Engineering department shall provide emergency repair services outside of standard coverage as necessary to respond in no more than one hour after receiving a service request.
- c. Emergency service costs shall be covered by the standard contract and UNMHSC shall not be charged for emergency repair services.
- d. Additional personnel required for emergency service response, departmental equipment projects, installation or moves and equipment accreditations shall be provided within the standard agreement cost structure.
- e. The Clinical Engineering Department Director shall provide administrative and technical management for all employees including annual performance evaluations. This will be completed with UNMHSC leadership involvement prior to disseminating information to UNMHSC employees.
  - i. The Director shall function in accordance with established Hospital management practices by actively participating in committees, meetings, and department projects as assigned without additional cost.
- f. The Clinical Engineering Department is responsible for the centralized management of UNMHSC's biomedical and imaging equipment.
  - i. To include the upkeep of equipment maintenance logs, inspection of all such equipment at UNMHSC, preventative maintenance and repair of UNMHSC covered medical equipment as outlined in Exhibit I and Exhibit J, and administrative and technical management of all Clinical Engineering staff, in addition, but not limited to, such other duties set forth in this SOW.
- g. The Clinical Engineering Department will remain current with Clinical Engineering industry standards and safety regulations, prepare and manage departmental policies and procedures and provide consulting services for equipment space utilization and design. In addition and upon request, the Clinical Engineering Department will evaluate new equipment. Other value added services should include, but not be limited to, providing in-service and training of UNMHSC clinical staff in the proper use and management of their equipment.

**II) Management of Medical Equipment**

- a. The Clinical Engineering Department is responsible for entire lifecycle management of UNMHSC medical equipment.
- b. Covered equipment – is comprised of UNMHSC medical equipment, which the vendor will be responsible to inspect, provide preventive maintenance, and repair. Repairs include parts and labor.
- c. Non-covered equipment – is UNMHSC medical equipment, which the vendor will not be responsible to maintain. This equipment will be maintained by outside vendors and the contractor will manage these contracts as set forth in V referenced below.

**III) Management and Provision of Preventative Maintenance**

- a. The Clinical Engineering Department will conduct monthly preventative maintenance on medical equipment as necessary to maintain compliance with TJC, CMS, UNMHSC Policy, and other authorities having jurisdiction (AHJ).
- b. The monthly preventive maintenance testing shall be completed each month with the following expectations:
  - i. Life Support/Critical Equipment – greater than or equal to 100% completion
    - 1. Life support/Critical Equipment as defined by TJC.
  - ii. Non-Life Support Equipment – 95%

**IV) Management and Provision of Replacement Parts**

- a. The Clinical Engineering department must provide all parts, including glassware, with warranty coverage.
  - i. The Clinical Engineering Department must maintain an inventory of parts to support the required completion metrics.
  - ii. The Clinical Engineering Department must provide all tools and test equipment required to repair and maintain Hospital equipment.
  - iii. The Clinical Engineering Department shall repair any equipment determined to be “abused”, “misused” or damaged through “user error” by Hospital staff at no additional charge.
- b. The Clinical Engineering Department will provide all replacement parts for the equipment listed in Exhibit I and Exhibit J.
  - i. As necessary for additional equipment purchased by UNMHSC.
  - ii. All parts will be new or of equal quality and conform to the OEM requirements for safe and efficient operation.
  - iii. There shall be no extra charges for the Clinical Engineering department retrieving parts at rapid rates (i.e. UPS Blue, UPS Red etc.).
  - iv. It is the expectation that all parts needed to meet the required 5 day turnaround time will be inventoried on-site at the expense of the Clinical Engineering department.

**V) Management of Service Agreements**

- a. The Clinical Engineering Department is responsible for managing manufacturer's service agreements and expenses for equipment under warranty, leased or otherwise covered under multi-year service agreements at no additional cost.
  - i. The Clinical Engineering Department will be responsible for insuring that the service contractors meet manufacturer's service agreements and expenses for equipment under warranty, leased or otherwise covered under multi-year service agreements at no additional cost.
  - ii. The Clinical Engineering Department shall provide 24/7 management of all vendors providing services to clinical equipment with the following measurable performance indicators:
    - 1. Maintain or lower existing biomedical equipment maintenance costs.
    - 2. Maintain or increase the quality of technical services and customer satisfaction.
    - 3. Manage clinical equipment, control liability/risk, ensure patient and staff safety.
    - 4. Maintain quality assurance data in compliance with ISO9001:2015, or most current edition standards.
  - iii. The Clinical Engineering Department will supervise the following requirements of service contractors:
    - 1. All medical equipment service contractors maintain competencies and documentation of training for all employees performing work on UNMHSC equipment, whether onsite or offsite, to conform to Hospital, The Joint Commission (TJC), DOH and CMS policies.
  - iv. Clinical Engineering Department leadership shall provide administrative and technical management for all service contractors including:
    - 1. Oversight of service response, inventory, repairs, and all other components included within this Scope of Work.
  - v. The Clinical Engineering Department must insure that the service contractor provides all parts, including glassware, with warranty coverage.
    - 1. The service contractor must maintain an inventory of parts to support the required completion metrics.
    - 2. The service contractor must provide all tools and test equipment required to repair, test, and maintain the biomedical and imaging equipment specified in the service contract.
    - 3. The service contractor shall repair any equipment determined to be "abused", "misused" or damaged through "user error" by Hospital staff at no additional charge.

- vi. The Clinical Engineering Department must insure that all Clinical Engineering staff and service contractors for medical equipment demonstrate continuous compliance with all regulatory requirements.
  - 1. This includes, but is not limited to; federal, state, county and city levels.
  - 2. From organizations including, but not limited to; DOH, TJC, NRC, CAP, FDA, OSHA, EPA, and CMS.
  - 3. UNMHSC must never receive a Type 1 Recommendation, High Risk Immediate Threat to Life finding or similar citation for medical equipment.
- vii. The Clinical Engineering Department shall supervise the service contractors to insure that scheduled maintenance inspections, routine safety testing of clinical equipment, overall system performance, and related functions are in compliance with original equipment manufacturer (OEM) standards and regulatory agency requirements.
- viii. The Clinical Engineering Department is responsible for budgeting, identifying external vendors in which to enter into agreements and negotiating, in collaboration with UNMHSC Purchasing and Facilities Services Director.
- ix. The Clinical Engineering Department will evaluate and recommend to UNMHSC all service agreements to be provided by the Clinical Engineering department or provided by an outside vendor.
  - 1. Recommendations shall be made with UNMHSC's best interest including, but not limited to; financial, uptime, service history from vendor, as the top priority.

**VI) Management and Assistance in all phases of Equipment Life Cycle**

- a. The Clinical Engineering Department will maintain quality assurance data in compliance with ISO9001:2015 or most current edition standards.
- b. The Clinical Engineering Department shall provide monthly reporting on the following:
  - i. Preventative Maintenance completion rates conducted by the Clinical Engineering Department.
  - ii. Clinical equipment inspections, repairs, and scheduled preventative maintenance by other service contractors.
- c. New or vendor supplied equipment safety checks, corrective measures, and other metrics.
  - i. This system shall document all service calls, preventative and corrective maintenance, and relate equipment service activities with online reporting tools available to UNMHSC Management and Administration.
  - ii. All data generated during the terms of this contract shall remain the property of UNMHSC.
  - iii. Data must be provided in a comprehensive format that can be easily shared among all leadership across UNMHSC on a quarterly basis, or as requested.

- d. The Clinical Engineering Department will provide Quarterly Performance metrics establishing compliance, to the following requirements.
  - i. Life Support Equipment - 100% completion rate for preventative maintenance within the scheduled month
  - ii. Non-Life Support Equipment - 95% completion rate for preventative maintenance within the scheduled month
  - iii. Parts Delivery (life support) – Delivery of needed parts for life support equipment within 24 hours
  - iv. Parts Delivery (all other) – Best effort for delivery of needed parts for all parts within 48 hours
  - v. Repair Turn Time – Average turnaround time on all repairs will not exceed 5 days

**VII) Reporting and Information**

- a. UNMHSC reserves the right to audit, on a scheduled or random basis, the use and provision of services to ensure compliance with the terms of this and any subsequent agreement.
- b. All employee training, education, performance evaluation and improvement plans must be clearly documented and available upon request by Hospital senior management.
- c. The Clinical Engineering Department will be given reasonable notice, no less than three (3) business days, and must provide full cooperation with UNMHSC in connection with any audit tasks including access to properties, records and personnel as requested.
  - vi. Audits may include in their scope such details as service logs, invoices, contracts, management reports, correspondence and any other records or relevant information.

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## SECTION II. GENERAL INFORMATION

The RFP conditions, submission forms, exhibits and other documents requiring execution by the Offeror, shall be completed and signed by a duly authorized signing 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.

**2.1. Requirements** There are no “mandatory” requirements under this RFP, although, greatest consideration will be provided to proposals that best reflect UNMHSC needs as expressed in this Scope of Work (SOW)

- 2.1.1.** “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP;
- 2.1.2.** “should”, “could” and “may” indicate that the requirement is discretionary

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

- 2.2.1.** Only the Procurement Specialist is authorized by UNMH to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- 2.2.2.** Offerors should not contact any of the staff at UNMHSC, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;
- 2.2.3.** Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, UNMHSC employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and
- 2.2.4.** UNMHSC, 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.

**2.3. Information**

- 2.3.1. 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.
- 2.3.2. 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.

**2.3.3. Offerors shall not:**

- 2.3.3.1.** 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
- 2.3.3.2.** Hold any staff of UNMHSC liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

**2.4. Clarification and Questions**

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

- 2.4.1.1.** Submitting all requests for clarification by email to the Procurement Specialist or as otherwise directed by the Procurement Specialist.
- 2.4.1.2.** If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 2.4.1.3.** Submitting all requests for clarification no later than **September 27, 2017 at 2:00 PM MST.**

**2.4.2. Questions and Answers.** UNMHSC will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section 1.5.1. 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 or after the deadline.

**2.5. 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 UNMHSC bidding 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.

**2.6. Amendments to the RFP** UNMHSC 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 Offerors are responsible to ensure they received all addenda, if any. The addenda shall be binding on each Offeror.

**2.7. Clarification of Offeror's Proposal**

- 2.7.1.** UNMHSC reserves the right to request informal clarifications from all, some, or no firms. Either in writing, or in the form of an interview, whether in person, or over the phone.
- 2.7.2.** UNMHSC reserves the right to schedule formal interviews for finalists based on best value to UNMHSC.

**2.7.3.** UNMHSC 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. UNMHSC is not obliged to seek clarification of any aspect of a Proposal.

**2.7.4.** 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 UNMHSC from an Offeror in response to a request for clarification from UNMHSC shall be considered part of the Offeror's Proposal.

**2.8. Verification of Information.** UNMHSC shall have the right to:

**2.8.1.** Verify any Offeror statement or claim by whatever means UNMHSC 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

**2.8.2.** 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

**2.8.3.** The Offeror shall cooperate in the verification of information and is deemed to consent to UNMHSC verifying such information.

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### SECTION III. ORGANIZATION OF PROPOSAL

Proposals should be organized in a format that promotes the easy and clear evaluation of your offer.

- 2.1. Offerors are encouraged to submit proposals for the services stated in the SOW as currently state and/or as an all-inclusive proposal in which Offeror will fully staff the Clinical Engineering Department.
- 2.2. Offerors are to organize Proposals in the order as stated in this section. **Please read carefully all information herein because failure to comply with the instructions in this RFP may result in your proposal being classified as non-responsive or being negatively evaluated.** The organization of your proposal is to follow the RFP's organization so that the RFP and your proposal can be cross-referenced during the evaluation process. Your information in your proposal should be presented in the same order as the pertinent provisions of the RFP, referencing section of the RFP on any and all attachment that you included with your proposal.
- 2.3. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible, 8 ½ x 11 inch paper (excluding exhibits, samples, or other attachments in a font not smaller than 10). Number each page 1 of \_\_\_ total pages and include your firms' name.
- 2.4. Proposals must be submitted manually via hand delivery, carrier, or first class mail and must contain:
  - One (1) Original hard copy, marked on the cover as "Original,"
  - Eight (8) hard copies, marked on the cover of each as "Copy," and
  - Nine (9) CD/DVD, thumb drive, or digital copy.
- 2.5. Address for delivery:

The University of New Mexico Hospitals  
Purchasing Department  
933 Bradbury Dr. SE, Suite 3165  
Albuquerque, NM 87106
- 2.6. The cover of the proposal binder will display a cover sheet with the following information, and in this order:
  - RFP Response P373-17
  - UNMHSC
  - Company Name
  - Address
  - City, State, Zip
  - Contact Number
  - Response prepared by: (use as many names as needed)
  - Name, Email Address

## SECTION IV. EVALUATION CRITERIA

This section describes the criteria to be used for analyzing and evaluating the various proposals.

UNMHSC reserves the right to make an award based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror selected for the award will be chosen on the basis of the greatest benefit to UNMHSC, not on the basis of lowest price. All responses to this Request for Proposals become the property of UNMHSC and will become public information upon award and 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. **Finalists (a short list) may be invited for oral presentations and demonstrations at UNMHSC's sole discretion at a date and time to be determined.** UNMHSC reserves the right to judge the presentation of the firms submitting proposals in the evaluation and selection of the successful proposal.

### **4.1 History/Experience: Organizational information, Business Profile, Financial and (5 Points Possible)**

- 4.1.1** Provide a brief narrative of your firm identifying number of years in business, number of employees, organizational structure, mission statement, location of business, location of staff, and type of ownership.
- 4.1.2** Has the firm filed bankruptcy in the last ten (10) years, or had claims or lawsuits against your firm with respect to your firm's management of a Clinical Engineering Department. If so, please explain in detail.
- 4.1.3** What is your employee turnover rate for managed staff over the last three years? What is your employee turnover rate for employees over the last three years?
- 4.1.4** How many hospitals, similar in size and nature, based on Summary section 1.1 above, do you currently provide services as described in this RFP? If so, please include the date service began, current expiration date of agreement, and whether or not the award was given based on an RFP.
- 4.1.5** What certifications must your company possess in your industry? What certifications does your company currently possess? Do you have any pending certifications?
- 4.1.6** Describe your programs for Staff Development Training and Customer Service Training. Provide details to assess ongoing skills, performance and competency of vendor's staff to ensure compliance with UNMHSC's Joint Commission standards.
- 4.1.7** The Offeror should provide financial information sufficient for UNMHSC to adequately establish the Offeror's financial capability to provide and support the Scope of Work in its Proposal. Such information may take the form of an annual report, credit line information, or banking information.
- 4.1.8** UNMHSC reserves the right to include Dunn & Bradstreet reports in evaluation criteria. In addition, UNMHSC reserves the right to request Financials from finalists.

- 4.1.9** List any other factor known that could materially impair your ability to carry out the duties and obligations under this Agreement or that could materially affect your decision.

## **4.2 Quality of Program**

- 4.2.1** Describe how you will ensure UNMHSC's Clinical Engineering Department and Staff will meet all CMS, TJC, NRC, CAP, FDA, OSHA and EPA regulatory requirements, including but not limited to certifications, competencies and documentation of training for all onsite employees to conform to Hospital, The Joint Commission and CMS policies.
- 4.2.2** Describe your practices and efforts to comply with HIPAA. In any resultant contract arising from this RFP, it is expected that the prevailing vendor(s) will sign a HIPAA business associate agreement, in a form acceptable to UNMHSC in its sole discretion.
- 4.2.3** Describe your firm's approach on conflicts of interest, specifically dealing with other vendors and/or equipment manufacturers.
- 4.2.4** Describe in detail your firm's approach to meeting the American College of Clinical Engineering statement on ethics. The code of ethics can be found at:  
<http://accenet.org/about/Documents/ACCE%20Code-of-ethics.pdf>
- 4.2.5** Provide a complete listing of all manufacturers and/or American College of Clinical Engineering (ACCE) certified employees, including type of certification, expiration date, whether they are full or part time employees, and length of tenure at your organization.
- 4.2.6** Describe in detail the benefits related to your firm being agnostic, OEM, Large, or Small.
- 4.2.7** Describe limitations your firm has due to it being, agnostic, OEM, Large, or Small.
- 4.2.8** Describe in detail any unique services and/or miscellaneous capabilities your company can provide to UNMHSC.
- 4.2.9** Describe in-house/or corporate resources available to support this contract. Provide the resume of your proposed on-site director for UNMHSC's Clinical Engineering Departments.
- 4.2.10** Quality Assurance, Performance Improvement Information.
- 4.2.10.1** Describe the process for identification, accounting and resolution of work orders
- 4.2.10.2** Describe the process for tracking and trending maintenance calls including repair completion times
- 4.2.10.3** Describe the process for tracking equipment and locating missing equipment.
- 4.2.10.4** Describe the process for measuring, monitoring, reporting and improving customer satisfaction.
- 4.2.10.5** Describe the process for measuring vendor's employee performance subcontractors.
- 4.2.11** Describe your experience integrating medical devices in a Cerner EHR, Lawson ERP, and Philips PACS environment. What qualifications do you bring to those tasks?

- 4.2.12** Describe your expectations of services provided by the IT area versus services you would provide as the Clinical Engineering Contractor. How do you handle operating systems and software on systems that come with medical devices? Do you manage servers or databases integrated into vendor medical systems?
- 4.2.13** Describe your approach to securing the devices that will be in your care. Please include the following;
  - 4.2.13.1** What qualifications you have on staff for medical device security
  - 4.2.13.2** How you manage and assess risk when it comes to IT security issues
  - 4.2.13.3** Your familiarity with HIPAA, HITECH Act, and the FDA Pre and Post-market guidance on medical device security
  - 4.2.13.4** Lifecycle management for the software associated with medical devices
  - 4.2.13.5** How you manage the risks associated with medical devices that have vulnerable and unsupported software on legacy medical devices?

### **4.3 Proposed Solution**

- 4.3.1** Provide a point by point response to the Scope of Work and service requirements as identified in Section I, clearly showing that your company, using your past and current experiences, has the capacity to support and to successfully deliver the volume of work anticipated from UNMHSC to include but not limited to describing your firm's philosophy, approach(es) and preferred methods for meeting requirements. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues UNMHSC should be aware of.
- 4.3.2** Detail the structure of your account team that would be assigned to UNMHSC.
- 4.3.3** Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in this RFP.
- 4.3.4** Identify services proposed to be provided by a subcontractor or affiliate. Include a list of all subcontractors and/or affiliates which will be used and include a brief profile of their qualifications and services they will provide.
- 4.3.5** Please describe your inventory management program, including: Corrective Management; Planned Maintenance; Scheduling; Capital Planning, Forecasting; Compliance; Value Analysis; End of Life, Removal, Additions and Deletions of items from inventory and adjusting inventory accordingly.
- 4.3.6** Please describe your approach to Strategic Management including, Equipment Life Cycle Management, and End of Life Equipment. For example, describe what you would do if a flat panel monitor, which is no longer supported by the manufacturer, goes down.
- 4.3.7** Please provide a detailed list of all excluded services not included in your proposal for which UNMHSC shall bear responsibility.

**4.3.8** Describe your program for annual maintenance, planned maintenance, preventative maintenance, equipment replacement, and mitigating downtime for maintenance and repairs.

**4.3.8.1** How will you identify single points of failure?

**4.3.9** Provide a proposed organizational chart. At this time, it is anticipated that UNMH and SRMC will have its own separate organizational chart, reporting relationships and operations. At this time, the senior Clinical Engineering staff at each location will report to Executive Director, Facilities Services at UNMH, and Director, Plant Operations at SRMC, with consultation to Executive Director, Radiology at UNMH. The chart should include the anticipated number of full time equivalent (FTEs) in each job category. In addition, provide job descriptions and qualifications (such as required training, minimum experience, and educational degrees) required for each job category and include vendor proposed charges for each proposed FTE.

**4.3.10** Describe in detail any other “value added” opportunities (i.e.; education, training, etc.) that may not be requested herein, that would be available to UNMHSC if your Firm is selected.

#### **4.4 Pricing - Price Proposal (40 Points Possible)**

**4.4.1** UNMHSC will give greatest consideration to proposals which provide an annual flat fee, with no exclusions, additional fees, charges, expenses, or other charges not described/listed in Exhibit K, for all services to be performed under the resulting agreement. However, UNMHSC will consider pricing proposals which include flat fee plus additional fees, charges, expenses, or other charges. UNMHSC will not accept proposals which call for a cost plus % fee structure. UNMHSC is seeking an all-inclusive price model as described for in this RFP. Offeror shall complete and submit **all tabs** of Exhibit K: Cost Response Form.

**4.4.2** Identify all costs, fees, and expenses. UNMHSC shall not pay or reimburse successful offeror for any costs, fees, expenses, not specifically identified in the cost proposal/contract.

**4.4.3** Describe in detail all “value added” opportunities (i.e.; rebates, education, training, free overnight shipping, enhanced local presence and/or warehouse, discounts on service/parts/new equipment, etc.) that would be available to UNMHSC if your Firm is selected.

**4.4.4** Describe, in detail, your firm’s invoicing, quarterly payment, reconciliation process. As well as whether or not payment is up front or in arrears. UNMHSC prefers invoicing by the tenth of each quarter. Missed invoices, or other charges not previously invoiced must be submitted with the invoice(s) for the following quarter.

**4.4.5** UNMHSC anticipates, during the course of business, all prices/discounts for equipment shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, administrative costs, meals, bed, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP.

**4.4.6** Please provide a detailed list of all excluded equipment and services not included in your price proposal (see exclusions in Exhibit K) for which UNMHSC shall bear responsibility.

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

<b>Section</b>	<b>Evaluation Criteria</b>	<b>Total Points Possible</b>
<b>3.1</b>	<b>Organizational information, Business Profile, Financial and</b>	<b>5</b>
<b>3.2</b>	<b>Quality of Program</b>	<b>25</b>
<b>3.3</b>	<b>Proposed Solution</b>	<b>30</b>
<b>3.4</b>	<b>Pricing</b>	<b>40</b>
	<b>Total Points Possible</b>	<b>100</b>

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## SECTION V. ADDITIONAL INSTRUCTIONS TO OFFERORS

**5.1. VETERANS PREFERENCE.** In accordance with sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

- 5.1.1.** Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
- 5.1.2.** Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals
- 5.1.3.** Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.
- 5.1.4.** This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.
- 5.1.5.** Points will be awarded based on Offerors ability to provide a copy of a current Resident Veterans Certificate (Exhibit A)
- 5.1.6.** In addition, the Resident Veterans Preference Certification Form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.
- 5.1.7.** RFP's are to be evaluated on preference as follows:
  - 5.1.7.1.** In addition to the total points on an RFP, 10% must be added for preference award. For example, an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total of 1080.
- 5.1.8.** The attached "Resident Veteran Preference Certification" form (Exhibit A) must filled out, signed and included the offeror's RFP from any business wishing to receive a resident veteran's preference.

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

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

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

- 5.5. INSURANCE REQUIRMENTS:** 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” (Exhibit E) 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. This Request for Proposal Number must appear on the Certificate of Insurance.
- 5.6. INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information, etc. on UNMH’s computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH’s IT division. The successful Awardee may be required to complete the UNMH Information Security Plan. Failure to complete form upon UNMH’s request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
- 5.7. 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.
- 5.8. 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 F.
- 5.9. 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.
- 5.10. PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal may be for an initial term of three (3) years with the option to renew as provided for in NMSA 13-1-150 (Multi-Term Contract).
- 5.11. QUANTITIES.** UNMHSC 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 UNMHSC needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.

## SECTION VI. 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 reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors' proposal may be incorporated into the Contract. Should an Offeror object to any of the UNMH Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNMH. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNMH and will result in disqualification of the Offerors' proposal. Offerors' must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any 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.

An Awardee of a Price Agreement established with UNMH has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

**6.1. 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 UNMHSC 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 UNMHSC's option. Seller shall reimburse UNMHSC 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. AWARDS – MULTIPLE.** UNMHSC 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.
- 6.6. 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.
- 6.7. CANCELLATION.** UNMHSC 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.
- 6.8. CHANGES.** UNMHSC 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 UNMHSC. 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.

- 6.9. CASH DISCOUNTS.** UNMHSC will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 6.10. 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.
- 6.11. CONFLICT OF INTEREST.** Seller shall disclose to UNMHSC Purchasing Department the name(s) of any UNMHSC 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 UNMHSC 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 UNMHSC Purchasing Department.
- 6.12. 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
- 6.13. DAMAGE AND SECURITY OF UNMHSC 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 UNMHSC 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.
- 6.14. 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.
- 6.15. DISCLOSURE OF PROPOSAL CONTENTS.** The proposals will be kept confidential until UNMHSC 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, UNMHSC 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.

- 6.16. DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal Hospital activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNMHSC's authorized representative prior to commencement of the work.
- 6.17. 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.
- 6.18. 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](mailto:ECCN@UNM.EDU)

- 6.19. 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.
- 6.20. 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.
- 6.21. 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.
- 6.22. 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. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
- 6.23. GENERAL TERMS AND CONDITIONS:** UNMHSC'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.
- 6.24.** UNMHSC 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 UNMHSC to do so.

- 6.25.** 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 UNMHSC's designated campus address.
- 6.26.** 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.
- 6.27.** 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.
- 6.28.** 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 UNMHSC, 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 UNMHSC against any joint and several liabilities imposed against UNMHSC 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 UNMHSC. The liability of UNMHSC will be subject is all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended."

- 6.29.** 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.

- 6.30. INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of UNMHSC 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 UNMHSC is not Seller's sole or only client or customer.
- 6.31. INSPECTION.** UNMHSC 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.
- 6.32. 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
- 6.33. 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.
- 6.34. 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.
- 6.35. 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.
- 6.36. 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.

**6.37. 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

**6.38. OPTION TO RENEW.** UNMHSC 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 UNMHSC. These renewal options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.

**6.39. 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.

**6.40. 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 UNMHSC 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.

**6.41. 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 UNMHSC 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 UNMHSC upon termination and or completion of this Purchase Order/Agreement if UNMHSC so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNMHSC 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. UNMHSC 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 UNMHSC 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 UNMHSC.

*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 UNMHSC. UNMHSC 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 UNMHSC 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 UNMHSC.

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

- 6.42. 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.
- 6.43. PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless UNMH 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.
- 6.44. 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 UNMHSC using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.

- 6.45. 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.
- 6.46. 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.
- 6.47. 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 UNMHSC.
- 6.48. 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."

**6.49. 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. (UNMHSC Purchasing Regulations 11.6.3.)

**6.50. 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.

- 6.51. 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 UNMHSC. 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.
- 6.52. RELEASE UNMHSC REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release Regents of UNMHSC, 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 UNMHSC or the State of New Mexico to any obligation not assumed in the contract by the Regents of UNMHSC 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.
- 6.53. REMOVAL OF OFFEROR'S EMPLOYEE(S).** UNMHSC may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMHSC may immediately terminate, with written notice to Offeror, the services of any Contractor employee, if UNMHSC'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.
- 6.54. 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 UNMHSC. 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.
- 6.55. 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 UNMHSC, 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.

- 6.56. RIGHT TO PROTEST.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMHSC Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMHSC web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
- 6.57. RIGHT TO WAIVE MINOR IRREGULARITIES.** The UNMHSC Evaluation Committee reserves the right to waive minor irregularities. The UNMHSC 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 UNMHSC Evaluation Committee.
- 6.58. 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 UNMHSC promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.
- 6.59. 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.
- 6.60. 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.
- 6.61. SITE INSPECTION.** The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheer.

- 6.62. STATE AND LOCAL ORDINANCES.** The Offeror 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.
- 6.63. TERMINATION AND DELAYS.** UNMHSC 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. UNMHSC 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 UNMHSC, 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. UNMHSC shall not be liable for consequential damages. UNMHSC 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 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, UNMHSC may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by UNMHSC thereby, including incidental and consequential damages. If after notice of termination, UNMHSC determines Seller was not in default, or if Seller's default is due to failure of UNMHSC, termination shall be deemed for the convenience of the University. The rights and remedies of UNMHSC 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.
- 6.64. 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.
- 6.65. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to UNMHSC 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 UNMHSC Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.

- 6.66. 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.
- 6.67. 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.
- 6.68. WARRANTY:** Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
- 6.69. WORKERS COMPENSATION.** No workers compensation insurance has been or will be obtained by UNMHSC 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.
- 6.70. 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.

**Exhibit A**  
**Resident Veterans Preference Certification**

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

Please check one only:

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
Date:

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

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

**EXHIBIT B  
AUTHORIZED SIGNATURE PAGE**

**THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP:**

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ 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 RFP Opening):

- Resident Business: Pref. Number \_\_\_\_\_
- Resident Manufacturer: Pref. Number \_\_\_\_\_
- Resident Offeror: Pref. Number \_\_\_\_\_
- New York state business enterprise: 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 C  
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

Signature and Title of Individual Completing Form:

\_\_\_\_\_

Date

<p><b>Please return this form to:</b></p> <p>University of New Mexico Hospitals Purchasing Department 933 Bradbury Dr. SE, Suite 3165 505-272-8918 (voice)</p>	<p><b>NOTE:</b></p> <p>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](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

EXHIBIT D

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) 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:
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 E

### 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 F

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.

1.1.1 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:

Date:

Title:

Name Typed:

Company:

Address:

City/State/zip: