

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR ITS PUBLIC OPERATION
KNOWN AS UNM HEALTH SCIENCES CENTER,
SPECIFICALLY, UNM HOSPITALS (“UNMHS”), UNM MEDICAL GROUP, INC. (“UNMMG”)
AND UNM SANDOVAL REGIONAL MEDICAL CENTER, INC. (“SRMC”) (For purposes of this
RFP, UNMHS, UNMMG, and SRMC are collectively referred to as (“UNMHS”))**

**THE UNIVERSITY OF NEW MEXICO HOSPITALS
PURCHASING DEPARTMENT
933 Bradbury Dr. SE, Suite 3165
ALBUQUERQUE, NM 87106**

ISSUANCE DATE: February 26, 2019

REQUEST FOR PROPOSAL: RFP Number: P400-19 TITLE: Hospital Waste Management

First Addendum RFP 400-19, Hospital Waste Management is amended as set forth below:

- 1. RFP due date has been extended to March 29, 2019, 2:00 PM, MST**
- 2. RFP question deadline has been extended to March 15, 2019, 2:00 PM, MST and, all questions and clarifications should be submitted to Chris Lechalk and Annamarie Cox. Responses to any questions will be made and posted on the website <https://hsc.unm.edu/health/about/bids-proposals/proposals.html>, by March 19, 2019.**

**Name: Chris Lechalk
Title: Procurement Specialist
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Address: 933 Bradbury Drive, SE, Suite 3165**

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Title: Procurement Specialist
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Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON MARCH 29, 26, 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal.

The Regents of the University of New Mexico, for its public operation known as UNM Health Sciences Center, specifically University of New Mexico Hospitals (“UNMH”) and UNM Sandoval Regional Medical Center, Inc. (“SRMC”) (For the purposes of this RFP, UNMH and SRMC are collectively referred to as “UNMHS”. UNMHS 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 Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and disqualified. New Mexico civil and criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

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

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

Name: Chris Lechalk
 Title: Procurement Specialist
 Telephone: (505) 925-4333
 E-mail: cwardlechalk@salud.unm.edu
 Address: 933 Bradbury Drive, SE, Suite 3165
 Albuquerque, NM 87106

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

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

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

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

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

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

The UNMHS shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked “CONFIDENTIAL” or “PROPRIETARY” or if disclosure is required by law, regulation, subpoena, order of the court or other legal requirements that purports to compel disclosure, including without limitation, the IPRA.

Table of Contents:

Section I.	Introduction and General Information
Section II.	Proposal Copies and Format
Section III.	Additional Instructions to Offerors
Exhibit A.	Scope of Work
Exhibit B.	Evaluation Criteria
Exhibit C:	Cost of Services
Exhibit D:	Questionnaire
Exhibit E:	Resident Veterans Preference Certification
Exhibit F:	Authorized Signature Page
Exhibit G:	Small & Small Disadvantaged Business Certification
Exhibit H:	Conflict of Interest Certificate Form
Exhibit I:	Insurance Requirements
Exhibit J:	Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991)
Exhibit K:	Standard Terms and Conditions
Exhibit L:	Waste Stream Volumes
Exhibit M:	Pick Up Frequency

CANCELLATION: UNMHS 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.

SECTION I. INTRODUCTION AND GENERAL INFORMATION

The purpose of this Request of Proposals (RFP) is to solicit sealed proposals to establish contract(s) through competitive negotiations for the procurement of goods and/or services as set forth in **Exhibit A, Scope of Work**. UNMHS is currently in the midst of a system wide initiative geared towards re-evaluating our services and associated expenditures. The purpose of this RFP is to obtain expert Waste Management services for all UNMHS's facilities.

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

1.1 Forms and Exhibits. The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror shall be completed and signed by a duly authorized representative of the Offeror. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

1.2 Minimum Requirements:

1.2.1 "must" and "shall" indicate that the requirement is mandatory, subject to provisions of this RFP; and

1.2.2 "should", "could" and "may" indicate that the requirement is discretionary.

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

1.3.1 Only the Procurement Specialist is authorized by the UNMHS to amend or waive the requirements of the RFP pursuant to the terms of this RFP;

1.3.2 Offerors should not contact any of the staff at UNMHS, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;

1.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, UNMHS employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and

1.3.4 UNMHS, their employees, nor their agents shall be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.

1.4 Information

- 1.4.1 Offeror to Review. The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
- 1.4.2 Offeror to Notify. If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror's Proposal.
- 1.4.3 Offerors shall not: Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 1.4.1 Offeror to Review were present with respect to this RFP; or hold any staff of UNMHS liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

1.5 Clarification and Questions

- 1.5.1 Submission. **Offerors may request clarification of this RFP by:**
 - 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
 - 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
 - 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
 - 1.5.1.4 Submitting all requests for clarification no later than **2:00 PM MST/MDT, Friday, March 8, 2019.**
- 1.5.2 **Questions and Answers.** The UNMHS will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section(s) 1.5.1 and 1.6. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda. In answering the Offeror's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Offeror. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible. The preferred method for sending questions is via email with RFP number, RFP name, and the section noted for the specific question.

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

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

1.8 Clarification of Offeror's Proposal

- 1.8.1 The UNMHS shall have the right at any time after Proposal submission, to seek clarification from any Offeror in respect of such Offeror's Proposal, without contacting

other Offerors. The UNMHS is not obliged to seek clarification of any aspect of a Proposal.

- 1.8.2 Any clarifications sought shall not be an opportunity to either correct errors or to change the Offeror's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by UNMHS from an Offeror in response to a request for clarification from UNMHS shall be considered part of the Offeror's Proposal.

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

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

SECTION II. PROPOSAL COPIES AND FORMAT

2.1 Number of Responses and Copies

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

- 2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP P400-19 Hospital Waste Management
- 2.1.2 **Proposal - One (1) ORIGINAL, five (5) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPY shall be in separate labeled binders. The proposal can NOT be emailed.**
- 2.1.3 Electronic Copies - **The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,). The electronic version can NOT be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.**

Any proposal that does not adhere to the requirements of this Section and **Section 2.2 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

2.2 Proposal Format

- 2.2.1 All proposals must be submitted as follows:
- a. Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
 - b. Pages must be one-sided, one and one-half spaced and numbered.
 - c. Typeface must be easily readable such as Time Roman, type size 12-point.
 - d. Each Proposal must be placed within a **binder with tabs delineating** each section as outlined under Section 2.2.2 Proposal Content and Organization.

2.2.2 Proposal Content and Organization

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

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit F)
- C. Proposal
 1. Narrative Proposal – Value Added Service
- D. Exhibits
 1. Scope of Work (Exhibit A)
 2. Evaluation Criteria (Exhibit B)
 3. Cost of Services (Exhibit C)
 4. Questionnaire (Exhibit D)
 5. Resident Veterans Certificate (Exhibit E) (If Applicable)
 6. Small & Small Disadvantaged Business Certification (Exhibit G)
 7. Conflict of Interest Certificate Form (Exhibit H)
 8. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991) (Exhibit J)
 9. Organizational Reference Questionnaire (Exhibit L)
 10. Current Volumes (Exhibit M)
 11. Pick Up Frequency (Exhibit N)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS NM PREFERENCES.

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

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

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

- 3.2 **AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as Exhibit F.
- 3.3 **SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as Exhibit G.
- 3.4 **CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as Exhibit H.
- 3.5 **INSURANCE REQUIRMENTS:** The Offeror should provide proof of insurance coverage, meeting the requirements in the Section labeled “Insurance Requirements” or as noted in the specifications (Exhibit I). Offeror should submit proof of insurance in the form of a “Certificate of Insurance” with their response and prior to commencing work under the resulting contract. Offeror’s insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. The Offeror must provide proof of insurance coverage acceptable to UNMHS, in its sole discretion, prior to award of an Agreement.
- 3.6 **SAMPLE AGREEMENT:** The successful respondent will be required to enter into an Agreement with the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals.
- 3.7 **INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMHS’s computing devices-assets including export/import files, custom files or etc. without prior approval from UNMHS’s IT division. The successful Awardee may be required to complete the UNMHSs Information Security Plan Information and submit to UNMHS’s IT department for approval. Failure to complete form upon UNMHS’s request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
- 3.8 **TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.

- 3.9 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as Exhibit J.
- 3.10 RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.
- 3.11 PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal is pursuant to NMSA 13-1-150 (Multi-Term Contract) that may be amended as this state code is changed.
- 3.12 QUANTITIES.** UNMHS 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 UNMHS needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
- 3.13 AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.
- 3.14 REFERENCES.** UNMHS reserves the right, but is not obligated, to check references on all Offerors or Offeror finalists. Each offeror must provide a reference list of at least three (3) clients for whom similar services of size, technology and complexity as a UNMHS have been performed within the past three (3) years. Please provide the list of three (3) clients in the appendix.

The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND

- A. UNM Hospital System.** UNMHS is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating over 78,467 emergency patients and seeing more than 575,000 outpatient visits annually. UNMHS is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMHS). There are five hospitals included within the UNM Hospital System: UNM Hospitals (UNMHS), UNM Children's Hospital, Carrie Tingley Children's Hospital (CTH), Children's Psychiatric Center (CPC), and UNM Psychiatric Center (UNMPC). UNM Hospitals (UNMHS, CTH, CPC, UNMPC) is located as part of the Main UNMHS campus.

UNMHS currently has 628 beds and is recognized for clinical excellence in many specialties including Trauma and Emergency Medicine, Pediatrics, Orthopedics, Cancer Research and Treatment, Transplantation and many others. The Hospital and its components provide primary, secondary, tertiary and quaternary care and receive referrals from counties throughout New Mexico and the entire Southwest. UNMHS has 36 hospital-based clinics located at the main facility as well as various off-site locations. There are approximately 575,060 outpatient visits/encounters per year. UNMHS has six retail pharmacy locations located within off-site clinic. UNMHS qualifies for 340B drug pricing.

UNMHS Statistics for the year ending June 30, 2017:

- i. Emergency Room Visits – 78,467
- ii. Outpatient Visits – 575,060
- iii. Inpatient Days – 175,698
- iv. Outpatient Operations – 13,354
- v. Inpatient Operations – 7,533
- vi. Births – 2,867

- B. UNM Sandoval Regional Medical Center.** The UNM Sandoval Regional Medical Center (SRMC) is located in the Rio Rancho City Center. SRMC opened in July 2012, with

completion of 68 inpatient beds comprised of two 24 bed medical/surgical units, 12 intensive care beds and 8 behavioral health beds. The facility will also include 13 emergency medicine beds, two of which will be equipped for behavioral health crisis intervention. The facility will be served by hospital based, UNM Faculty Physicians and community providers in the areas of Radiology, Pathology, Emergency Medicine, Anesthesiology, Psychiatry and Hospitalists.

C. The UNM Medical Group. University of New Mexico Medical Group, Inc., (UNMMG) is a not-for-profit corporation that formed in 2007 and has brought together more than 1,100 clinical practitioners in 152 specialties. Our providers, who include faculty at University of New Mexico School of Medicine, serve as the exclusive caregivers to the state's only academic medical center, University of New Mexico Hospital. The medical group operates 14 clinics serving about 45,000 patients and provides care at the hospital's 76 clinics.

2. PURPOSE

The purpose of this Request of Proposals (RFP) is to solicit sealed proposals to establish a contract(s) through competitive negotiations for the procurement of **Waste Management Services**. This RFP is soliciting bids for both an integrated waste stream and individual waste streams.

The overall objective should be creating a comprehensive partnership resulting in "best in class" waste management. This should be a solution that:

- a. Is the lowest possible total cost and/or provides a guaranteed savings program
- b. Improves on the current high level of end-user satisfaction
- c. Provides continuing education programs at no cost
- d. Utilizes a waste tracking system
- e. Continuously improves to benefit both parties

In addition to the required services above, UNMHS believes the overall value – added services listed below are integral to maintaining a long-term strategic partnership.

- a. Assist with educational outreach and training for UNMHS staff
- b. Provide comprehensive utilization reporting and performance monitoring (Monthly, quarterly, and annually)
- c. Provide consolidated billing detail for applicable facilities
- d. Patient, employee, and nursing satisfaction
- e. Maintain waste manifest with specified compliance period

Bidders are requested to submit a brief Narrative Proposal (MS Word; less than five pages) addressing their commitment and ability to accomplish each of the value-added services listed above. Draft Bidder contract(s) should identify these services, and indicate any additional fees.

3. SCOPE OF WORK

The following waste streams are open for bidding:

- A. MUNICIPAL SOLID WASTE** shall be defined more commonly known as trash or garbage- consists of everyday items we use and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries.

- B. REGULATED MEDICAL WASTE INCLUDING SHARPS** shall be defined as waste which is generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in production and testing of biologicals, provided however, that regulated medical waste shall not include hazardous waste.
- C. HAZARDOUS PHARMACEUTICAL WASTE** shall be defined as waste streams that reflect the complexity and diversity of the chemicals that comprise pharmaceuticals.
- D. HAZARDOUS CHEMICAL WASTE** shall be defined as all RCRA and non RCRA hazardous chemical waste streams being generated at UNMHS facilities. To be considered a hazardous waste, a material first must be classified as a solid waste (40 CFR §261.2). EPA defines solid waste as garbage, refuse, sludge, or other discarded material (including solids, semisolids, liquids, and contained gaseous materials). If a waste is considered solid waste, it must then be determined if it is hazardous waste (§262.11).

Wastes are defined as hazardous by EPA if they are specifically named on one of four lists of hazardous wastes located in Subpart D of Part 261 (F, K, P, U) or if they exhibit one of four characteristics located in Subpart C of Part 261 (characteristic wastes).

- E. CHEMOTHERAPEUTIC WASTE** shall be defined as any chemical manufactured for the purpose of treating a patient with cancer that must be disposed of. Chemotherapeutic drugs are also referred to as antineoplastic drugs. Chemotherapeutic drugs include all drugs that after a formulary analysis has been performed can be defined as RCRA hazardous and all remaining drugs that are not RCRA hazardous. To provide all UNMHS facilities with the best opportunity of remaining or being able to obtain small quantity generator (SQG) status of hazardous waste all RCRA and non-RCRA drugs must be managed separately.

VENDOR will provide the following services and deliverables for UNMHS listed below:

- a. If bidding on an integrated waste stream, must provide a full-time Project Managers assigned to UNMHS.
- b. Awarded vendor(s) will be expected to participate in UNM Hospital's ePayables Card program
- c. Regular inspections of equipment and Subcontractor facilities and performance.
- d. Service Initiative Summary Reports highlighting Operational Service Initiatives (Economic, Environmental & Safety) on a Facility and Corporate level.
- e. Savings Summary Reports highlighting both Contractual and Operational Savings achieved and agreed upon by both VENDOR and UNMHS.
- f. Identification and mitigation of potential compliance risk areas related to waste handling operations.
- g. Identification and mitigation of potential occupational and patient safety risk areas related to waste handling operations.

- h. Identification and Reporting of potential Green opportunities on both a Facility and UNMHS basis.
- i. A complete listing of any environmental releases (including fires, spills, etc.) upon execution of the Agreement and thereafter as new events occur.
- j. A System Assessment with full reporting conducted as required.
- k. Procedure for VENDOR inspections and criteria for replacement of all proposed waste handling equipment and reusable containers.
- l. Continuous Review of Operations
VENDOR will perform continuous reviews of all waste stream operations for all facilities against established VENDOR performance metrics in accordance with the mutually agreed upon UNMHS Baseline Waste Spend. VENDOR will produce and implement UNMHS approved initiatives to reduce waste at the source; including but not limited to implementing and improving proper waste identification and segregation at the Facilities and offering appropriate containers to collect the waste throughout the Facilities to properly collect the waste into the appropriate stream and thus reducing the volumes of other waste streams.
- m. Training Programs:
 - i. VENDOR will provide ongoing training on waste handling and segregation to ensure continued operational efficiencies and environmental compliance. VENDOR will conduct monthly/quarterly update meetings with key UNMHS decision makers i.e. Environmental Services, Corporate Compliance and other stakeholders UNMHS wishes VENDOR to meet with, focusing on developing new strategies, current Implementation progress, current concerns to be addressed, next/action steps, project timeline progress updates, and obtaining necessary approvals.
 - ii. VENDOR will provide initial and ongoing Training Programs and education specific to the following topics:
 1. Worker Safety Education
 2. Waste Prevention and Segregation Awareness
 3. Food Service Waste Education
 4. Environmental Initiatives
 5. Operational Risk Mitigation
 6. Waste stream related regulations and advancements across all waste streams managed by VENDOR.
VENDOR will submit a plan detailing the elements, target audience, frequency, and mechanism for evaluating the effectiveness of each training program. The Facility must approve of the education and training program and reserves the right to make revisions as considered appropriate.
- n. Provide a Comprehensive Report on all services provided.
 - i. Expense Reports

VENDOR will supply an audited monthly invoice for all waste services provided to UNMHS: Payment, with whatever additional information UNMHS or Facility reasonably requires verifying the accuracy of the report including detail of the volume and cost of waste removed by category, facility, and actual cost, with summaries at the Corporate, Facility, and waste stream level by each entity (SRMC, MMG, UNMHS, and Cancer Center). Invoices are to be billed separately by entity.

ii. Training Report

VENDOR will submit a quarterly report to each Facility documenting the employees trained in safety, waste prevention, and foodservice waste issues. Training reports should include name, job title, and signature for each training offered. Copies of and a summary of the Facility training reports will at the same time be submitted to the UNMHS Central Office.

iii. Inspection Reports

VENDOR will submit a quarterly report to each Facility documenting self and with UNMHS's authorization, regulatory agency inspection results of onsite services and equipment as well as Subcontractor services and facilities, and action plans for curing any violations and identify any potential violations. Copies of and a summary of the Facility inspection reports will at the same time be submitted to the UNMHS Central Office.

o. Schedule and Frequency of Pickups

i. The scheduling and frequency of pickups will be determined by:

1. The current service and frequency
2. Scheduled to maximize overall efficiencies (service and cost)
3. Vendor will be flexible for unforeseen demand
4. As agreed to by each party.

p. Authorized Representatives

i. Each Facility shall designate authorized personnel to whom the VENDOR authorized representatives should contact upon arrival at the pickup site. VENDOR must not proceed to make pick up until the Facility's authorized designee is present to monitor the pickup where mandated. For those services that are not mandated by regulation to have an authorized individual present, a mutually agreed upon procedure will be developed.

ii. VENDOR shall provide to UNMHS and each Facility the name of the responsible account executive and 24-hour customer service phone number.

q. Emergency Preparedness

Upon execution of the Agreement, VENDOR will provide the following:

i. "24 Hour Emergency Service Plan" and "Back-Up Service Plan" for each waste stream managed if VENDOR is incapable of performing the required service. When disabling conditions make VENDOR unable to arrive at the site for pickup within the scheduled time frame, VENDOR shall alert the Facility's designee immediately.

ii. Back-up service provider ("Back-Up Contractor") within at least 8 hours of confirmation of the emergency conditions, at no additional cost to the Facility. The Back-Up Contractor must demonstrate the ability to provide service without interruption and meet normal schedule of services.

- iii. Emergency prevention and/or response plans in place at all processing facilities to be used e.g., Spill Prevention Control and Countermeasure ("SPCC") Plan and Hazardous Waste Contingency Plan.
- iv. Copy of transporter's over-the-road emergency prevention and/or response plans maintained on its vehicles e.g. SPCC Plan and Hazardous Waste Contingency Plan.
- v. A list of all emergency response Subcontractors used to respond to potential over-the-road and on-site Medical Waste Spills with description of the firm's geographical area of responsibility and estimate of its response time.
- r. Provide Waste Management Expertise to Facility Committees
 - i. VENDOR shall be available to contribute its expertise to committees responsible for the overseeing of all waste management practices and programs upon the request of the Facility. These committees will include, but are not limited to, the Safety Committee and the Infectious Control Committee for the Facility.
- s. Provide Certified Scale
 - i. VENDOR shall be responsible for the accurate measurement (weight, volume, etc.) of all waste received. Scales shall be certified by the state annually and weighing may be witnessed or audited by an authorized representative of UNM as requested.
- t. Storage Container/Shed
Based on the current unique physical constraints of each site to be serviced, VENDOR may be requested to provide additional storage container(s) or shed(s) for all categories of waste at no additional cost to UNM.

1. Comprehensive Municipal Solid Waste Management Plan Implementation Services
VENDOR shall provide/manage a Comprehensive Waste Management Program and services for all participating Facilities.

All waste must be picked-up, removed and disposed of according to the guidelines set by UNM and Federal, State, and Local laws.

This program shall include the following categories of the waste stream at each Facility, unless otherwise specified:

- a. Solid Waste
- b. Corrugated Cardboard
- c. Mixed Paper
- d. Bottles/Cans/Plastic

Each category of waste must be picked-up, removed and disposed of according to the guidelines set by the UNM and Federal, State and Local laws. Any changes proposed during the contract must be submitted in writing to UNM and approved by UNM before they can become effective. Similarly, any changes with respect to the parties providing any or part of these services must be submitted in writing to UNMHS and approved before they can be affected.

VENDOR will be required to directly load and off-load reusable and/or disposable containers specified in the scope of work.

Solid Waste

- a. Provide/manage Solid Waste Collection and Disposal Service
 - i. VENDOR will manage the removal and disposal of waste in accordance with the plan as approved by UNM. The waste must be stored on-site between pickups in equipment provided by the VENDOR. The storage equipment and the collection frequency must always provide odor and vector control in a manner acceptable to UNM.
 - ii. If VENDOR's facility(s) are temporarily unavailable, VENDOR must provide alternate disposal facility(s) at no additional cost to **UNMHS**.
- b. Provide Non-Regulated Medical Waste Collection and Disposal Services
 - i. VENDOR will manage the removal and disposal of Non-Regulated Medical Waste ("**NRMW**") through incineration or landfill, in accordance with all applicable Federal, State, and Local Laws and regulations.
 - ii. VENDOR will also provide approved non-scheduled pickups as requested within at least 8 hours of notification by the Facility at the agreed upon contract rate.
 - iii. The individual Facility will be responsible for the maintenance of UNMHS's owned equipment.
 - iv. VENDOR will provide and maintain all additional necessary on-site collection and compaction equipment. VENDOR will also provide collection containers in the event the compacted containers become full, pending a scheduled pickup.

Recyclable Materials Collection and Disposal Services for Corrugated Cardboard, Mixed Paper & Bottles/Cans/Plastic

- a. VENDOR will remove and dispose of all materials designated by Local Law and any other applicable regulations or industry requirement
- b. VENDOR will determine, provide, and maintain in working condition, the number and type of replacement containers, and recycling facilities, and equipment to perform the mutually agreed upon currently required services.
- c. Collection of recyclable material shall be from a central collection area to be determined by the Facility.

2. Regulated Medical Waste Removal and Disposal Services

VENDOR shall provide/manage a Regulated Medical Waste ("**RMW**") Removal and Disposal Services for all participating UNMHS Facilities, in accordance with the specifications herein outlined. All medical waste must be picked-up, removed and disposed of according to the guidelines set by UNMHS and Federal, State, and Local Laws.

- a. VENDOR shall provide reusable or Recyclable Plastic Medical Apparatus ("**PMA**") Containers at the request of the Facility. VENDOR will provide heavy-duty, reusable containers for the collection of PMA. PMA consists of sharps, IV, bags, tubing and other plastic instruments or devices used in the administration of patient-care

activities whether these items are regulated or NRMW. VENDOR will maintain the specified number of containers in good condition including storing, cleaning, and disinfecting containers and will repair or replace all lost or damaged containers, lids or associated equipment. VENDOR will provide all carts and/or dollies for use in rooms and for transport of containers within the Facility.

The container design should be consistent with UNMHS current practices or be mutually agreed upon between VENDOR and UNMHS.

- i. Container must meet all specifications for disposal of sharps.
 - ii. Container must have a top designed to permit the deposit of PMA and prevent retrieval (similar to a torturous path of a sharps container).
- b. VENDOR shall provide red bag liners.
 - c. VENDOR shall provide Securable Container as currently used by UNMHS or be mutually agreed upon between VENDOR and UNMHS. At the request of the Facility, VENDOR will provide a securable USDOT approved container which will reduce staff handling of infectious waste and related labor costs borne by the Facilities, resulting in the overall cost savings to UNMHS.
 - d. Provide PMA Treatment and Disposal Service
 - i. The treated PMA will be converted to NRMW by VENDOR and may be disposed as such by VENDOR in compliance with all Federal, State, and Local regulations if recycling outlets cannot be secured by VENDOR or by UNMHS. VENDOR will remove and dispose of converted waste. The conversion process must render the waste non-- infectious in accordance with all applicable laws and regulations
 - ii. The scheduling, frequency of pickups, and service level will be determined by:
 - The current service and frequency
 - Scheduled to maximize overall efficiencies (service and cost)
 - As agreed to by each party
 - VENDOR will ensure waste is removed within two (2) hours of scheduled pickup time.
 - SRMC current service level is full service collection
 - UNMH current service level is dockside collection
 - e. Provide Regulated Medical Waste, Treated Regulated Medical Waste, Cytotoxic Pathological and Sharps Treatment and Disposal Services.
 - i. Pathological, cytotoxic and laboratory waste, sharps and any other RMW, will be transported off-site by VENDOR for treatment and/or disposal by incineration or landfill as RMW at a full licensed and approved facility.
 - ii. VENDOR will provide all secondary packaging for removal and disposal of cytotoxic, pathological, sharps and other RMW including corrugated boxes, or reusable containers at no additional cost.
 - f. VENDOR will provide at the time of Agreement execution copies of all Federal, State and Local licenses and permits and letters of approval issued by Government Agencies for handling, transporting, recycling and disposing of medical waste.
 - g. All Federal, State and Local permits, licenses and approvals required for the

following activities, as applicable to VENDOR's (and if applicable subcontractors') operations.

- i. Air Emissions
- ii. Discharges to surface or ground water or a Publicly-Owned Treatment Works ("POTW")
- iii. Treatment, storage, disposal or recycling Regulated Infectious Medical Waste
- i. Copy of EPA's Letter of Approval and authorization of VENDOR's "Alternative Disposal Technology" in accordance with 40 CFR 761.60(e).
- j. Proof of EPA approval of recycling methods and process for purposes of recycling Medical Waste.
- k. VENDOR will be required to directly load and off-load reusable and/or disposable containers specified in the scope of work.

Additional Vendor Requirements for Regulated Medical Waste Removal and Disposal Services.

- a. Vendor will provide as needed, but at a minimum annual DOT training for all UNMHS facility personnel who are responsible for the management of regulated medical waste including the signing of manifests. This training session will be, regulation specific, understandable for the targeted audience, relevant to the daily regulated medical waste activities for UNMHS Facilities and documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials must also be provided to UNMHS facilities.
- b. Vendor will adhere to all UNMHS policies and procedures by wearing and using the appropriate safety equipment while on-site performing routine regulated medical waste operations.
- c. Provide on-site waste technicians who must provide daily pick up service of all types of regulated medical waste from facility wide patient care areas. All waste technicians performing this job must be provided with all required training that is specific to his/her job description. A copy of all training certificates and a copy of the training material must be provided to the contact person at each UNMHS facility.
- d. Vendor will be responsible for preparation of all manifests and will ensure that all final copies are returned to individual UNMHS facilities within 30 days from the pickup date and no later than 45 days from the pick-up date. If necessary, the vendor will supply to UNMHS copies of missing manifests.
- e. Vendor will provide emergency contact information for 24-hour regulated medical waste emergency response. Service must be provided within at least 8 hours of vendor receiving request from UNMHS.
- f. Vendor will provide services for the safe removal and appropriate disposal of regulated medical waste (sharps, blood vials etc) from elevator shafts within UNMHS facilities. This service will be performed on an as needed basis when requested by individual UNMHS facilities.
- g. Vendor will provide the opportunity for UNMHS employees to visit and inspect the transfer and disposal facility used for regulated medical waste streams picked up from individual UNMHS facilities.

- h. Vendor must provide to their drivers or the drivers employed by any sub contracted vendor a list of all employees at each individual UNMHS facility who are current with DOT training requirements. The driver must then ensure that only individuals from this list of DOT trained employees print and sign their names on manifests used to transport regulated medical waste.
- i. Vendor must adequately respond to all non-emergency e-mail requests, faxes, mail or telephone messages sent by UNMHS no later than 2 business days (48 hours) after receipt.

3. Hazardous Waste: Chemical, Pharmaceutical, Chemotherapeutic and Pathological

VENDOR shall provide a Comprehensive Hazardous Waste Management Program and Services for all participating UNMHS Facilities. The Vendor shall the provide delivery of the Disposal of 1) Laboratory Chemical and Pathological, 2) Pharmaceutical/RCRA and Chemotherapy Hazardous Waste Transport and, 3) Universal Disposal and Treatment services and products according to UNMHS and Federal, State, and Local laws.

a. Chemical Waste Disposal Services

VENDOR shall provide the chemical waste disposal services described in hereto:

- i. All waste will be picked up at regularly scheduled intervals. Intervals for waste removal will be specific to each facility and determined by volume of waste generated and storage room/area capacity.
- ii. Waste removal will be during normal business hours 9:00 AM - 5:00 PM Monday through Friday.
- iii. Vendor will provide emergency contact information for 24-hour chemical emergency response. Service to be provided within at least 8 hours.
- iv. For both waste minimization and cost saving opportunities, to the extent possible, vendor will bulk and consolidate on-site both RCRA and non RCRA waste. Drums should only be manifested and removed for off-site disposal when full. All waste operations will be conducted in an area with limited access to minimize exposure to facility employees.
- v. Only the weight of the RCRA hazardous waste should be included in section 11 of the hazardous waste manifest. Container and packaging weight should not be included in this section of the hazardous waste manifest. All efforts should be made to maintain or to obtain small quantity generator (SQG) status or conditionally exempt small quantity status (CESQG) status for individual UNMHS facilities.
- vi. Waste characterization will be provided to individual UNMHS facilities for all identified waste streams by an independent laboratory to determine if it is a RCRA waste. This information must be presented via a document produced from the independent laboratory showing the waste characteristics used for the RCRA hazardous / non-hazardous waste determination. This must occur at the beginning of a new contract with a vendor for all identified waste streams.
- vii. Vendor will provide as needed, but at a minimum, annual RCRA Hazardous materials training for all individual UNMHS facility personnel who handle and manage RCRA hazardous waste. This training session will be, regulation specific, understandable for the targeted audience, relevant to the daily hazardous waste activities occurring at each individual UNMHS facility and

- the job description of individual employees, documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials will be provided to the contact person at each individual UNMHS facility.
- viii. Vendor will provide as needed, but at a minimum, annual DOT training for all facility personnel who are responsible for the management and disposal of hazardous waste including the signing of manifests. This training session will be, regulation specific, understandable for the targeted audience, relevant to the daily hazardous and medical waste activities for UNMHS Facilities and documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials must also be provided to UNMHS facilities.
 - ix. Vendor will adhere to all UNMHS policies and procedures by wearing and using the appropriate safety equipment while on-site performing routine waste operations.
 - x. Vendor will be responsible for preparation of all manifests and will ensure that all final copies are returned to individual UNMHS facilities within 30 days from the pickup date and no later than 45 days from the pick-up date. If necessary, the vendor will supply to UNMHS copies of missing manifests.
 - xi. Vendor will provide an annual waste report which must be submitted to each individual UNMHS facility no later than February 1st following the end of the year. This report must specifically include the total annual amount in pounds (lbs) of each type of waste sorted by the line item description used on the hazardous waste manifest. This is needed for annual hazardous waste reporting purposes.
 - xii. Vendor will provide the opportunity for IIBC employees to visit and inspect the transfer and disposal facility used for RCRA and non-RCRA waste streams picked up from individual facilities.
 - xiii. Vendor must adequately respond to all non-emergency e-mail requests, faxes, mail or telephone messages sent by HWS no later than 2 business days (48 hours) after receipt.
 - xiv. Vendor must supply a current copy of all relevant permits and licenses to UNMHS before service can begin. This should include a current hazardous materials certificate of registration, a current letter from the Transport Security Administration (TSA) verifying compliance with their requirements, and a current waste transporter permit.
 - xv. All quotes submitted by an approved vendor must be inclusive of all items listed in this specification.

It is the will of UNMHS to implement compliant and cost effective RCRA Hazardous Pharmaceutical, Non-Hazardous Pharmaceutical and Chemo waste management programs for all facilities. All Bidders capable of providing these services are asked to provide a comprehensive strategy to evaluate and implement such a program for all UNMHS facilities to include the following:

- b. *Pharmaceutical / Chemotherapeutic Waste Disposal Service*
 - i. Facility assessments

- Ability to conduct formulary analysis of RCRA hazardous and non-hazardous pharmaceuticals and all chemotherapeutic agents at the facility level.
 - Initial and ongoing formulary analysis to include additional pharmaceuticals and chemotherapeutic agents.
 - Determinations must be based on active and inactive preservative ingredients
 - Identification of incompatible pharmaceutical wastes
 - Ability to assess the compliance (EPA, DOT and OSHA) of current policies and procedures in place for the generation, storage, labeling and disposal of pharmaceutical waste focusing on waste storage areas, personnel training and written standard operating procedures
 - Evaluation of EPA generator status requirements
 - Bi-annual individual UNMHS facility assessments which will include a written report detailing any EPA, OSHA or DOT compliance issues related to the pharmaceutical and chemotherapeutic waste disposal programs at all individual UNMHS facilities.
- ii. Training
- Specific and relevant training as needed, but at a minimum, annually for all facility personnel involved in the generation, transportation, storage and disposal of pharmaceutical and chemotherapeutic waste which meets all EPA, OSHA and DOT training requirements specific to the City of Albuquerque and State of New Mexico.
 - Training will be, regulation specific, understandable for the targeted audience, relevant to the daily pharmaceutical and chemotherapeutic waste activities of all individual UNMHS facilities, documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials must be provided to the contact person at each individual UNMHS facility. This training must be performed on site at each of the individual UNMHS facilities.
- iii. Containers
- DOT approved containers must be provided in good condition that are color coded and labeled to accept the various waste classifications at the facility level and prevent the commingling of incompatible pharmaceutical wastes
 - DOT approved containers must be provided in good condition that are color coded and labeled so that employees at the facility level can separate RCRA regulated chemotherapeutic agents from non RCRA regulated chemotherapeutic agents.
 - Adequate labeling of containers to assist facility personnel in the proper segregation of pharmaceutical waste.
 - Metal stands must be provided for all containers used for the collection of RCRA and non RCRA regulated chemotherapeutic agents.

- iv. Transportation, treatment and/or disposal
 - All proposed transporters, transfer/storage/disposal facilities and incineration facilities for all the various pharmaceutical waste types are to be described in detail including:
 - Company name
 - Company address
 - EPA identification number
 - DOT number (for transporters)
 - Required state and/or federal permits
 - Proof of required insurance
- v. Other Pharmaceutical and chemotherapeutic waste management requirements:
 - An oral presentation should be provided to any individual UNMHS facility that makes this request.
 - Vendor is required to assist in implementing a computerized labeling system for use in the hospital Pharmacy department based on a formulary analysis. This will enable all RCRA medications and those meeting NIOSH Hazardous Drug Criteria to be easily identified on a computerized label generated in the hospital pharmacy. All medications must be included in this labeling system.
 - Vendor must guarantee that all waste medications are sent for incineration. RCRA medications including RCRA chemotherapeutic agents must be sent to a licensed EPA hazardous waste incinerator for disposal. All other non-regulated medications must be sent to a regulated medical waste (**RMW**) incinerator for disposal.
 - Vendor must demonstrate that they can provide detailed training to all staff especially nurses and pharmacists on all three tours (day, evening and night shift) on the pharmaceutical and chemotherapeutic waste management programs. The training should enable all staff handling medications to easily determine the appropriate bin to use for the disposal of any medications they may handle. The training should also emphasize that no UNMHS facility uses drain disposal or land fill as a disposal option for any medication. Individual training certificates must be presented to the contact person at each UNMHS facility within 10 days of the training session for distribution to staff
 - Training should also include a description of all RCRA chemotherapeutic agents based on an ongoing formulary analysis being performed. Chemotherapeutic agents that are RCRA regulated must be collected separately and sent for disposal at a licensed RCRA hazardous waste incinerator. All other chemotherapeutic agents must be collected separately and disposed of at a licensed, regulated medical waste (**RMW**) incinerator.
 - Vendor must implement an effective pharmaceutical waste management program that ensures all non-regulated medications such as:
 - Formulations with a Listed Active Ingredient that is Not the Sole Active Ingredient

- All non-RCRA Chemotherapeutic Agents
 - Drugs Listed in Appendix VI of OSHA Technical Manual
 - Drugs with LDS0s Less Than or Equal to 50 mg/kg
 - Carcinogenic Drugs
 - Combination Vitamin/Mineral Preparations with Heavy Metals
 - Endocrine Disruptors
 - DEA medications that have been rendered inactive and irrecoverable
 - **All** other non-regulated medications are collected in bins or in another appropriate manner in all areas throughout the facility where they are generated. They must subsequently be sent for incineration at a regulated medical waste (RMW) incinerator. It is extremely importance that this type of waste is classified and managed as non-RCRA since it could otherwise result in a change to the EPA generator status (CESQG, SQG, LQG) of an individual UNMHS facility.
- vi. Vendor must provide annual refresher training on the pharmaceutical & chemotherapeutic waste management programs to all staff handling medications on all three tours (day, evening and night shift). Individual training certificates must be presented to the contact person at each UNMHS facility within 10 days of the training session for distribution to staff.
- vii. Vendor must monitor the pharmaceutical and chemotherapeutic waste management programs at all UNMHS facilities and provide a bi-annual written report on the effectiveness of the program at all UNMHS hospitals after it has been successfully implemented. This written report will also include the detailing of any EPA, OSHA or DOT compliance issues related to the pharmaceutical and chemotherapeutic waste disposal programs at all individual UNMHS facilities.
- viii. Assist individual UNMHS facilities by reviewing their current disposal practices of RCRA to include waste characterization, facility generator status, required EPA registration requirements based on generator status, storage area compliance, segregation compliance, packaging and labeling compliance.
- ix. Provide on-site waste technicians who must provide daily pick up service of all RCRA and non RCRA pharmaceutical and chemotherapeutic wastes from facility wide patient care areas. All waste technicians performing this job must be provided with all required training to include RCRA hazardous waste training that is specific to his/her job description. A copy of all training certificates and a copy of the training material must be provided to the contact person at each UNMHS facility.
- x. Vendor will provide emergency contact information for 24-hour pharmaceutical and chemotherapeutic emergency response. Service must be provided within 4 hours of vendor receiving request from UNMHS.
- xi. Vendor must provide to their drivers or the drivers employed by any sub contracted vendor a list of all employees at each individual UNMHS facility who are current with DOT training requirements. The driver must then ensure

that only individuals from this list of DOT trained employees print and sign their names on manifests used to transport pharmaceutical and/or chemotherapeutic waste.

c. Pathological Waste Disposal Services

- i. Disposal of formalin-drained pathological waste in UNMHS approved packaging packed and labeled by VENDOR.
- ii. Site labor per day to separate pathological waste specimens from formalin, for preparation of up to twelve vendor-packed drums of pathological waste per day.

The six units of quantity or service are provided on the table below:

Disposal Service Category	Unit Service Description	Current Unit Packaging
Chemical Waste	Disposal of liquid waste xylene, alcohols and formalin.	55 Gallon metal drum
Chemical Waste	Disposal of Parapak stool specimen waste containing zinc sulfate, PVA and 10% formalin packed by laboratory staff.	55 Gallon poly-fiber drum
Chemical Waste	Disposal of Parapak stool specimen waste containing mercuric chloride, PVA, and 10% formalin, packed by laboratory staff.	55 Gallon poly-fiber drum
Chemical Waste	Disposal of bulk waste 10% formalin.	55 Gallon poly-fiber drum
Pathological Waste	Disposal of formalin drained pathological waste packed and labeled by VENDOR.	55 Red Gallon Container / 55 Gallon poly-fiber drum
Pathological Waste	Site labor per day to separate pathological waste specimens from formalin, for preparation of up to 12 VENDOR packed drums of pathological waste per day.	55 Red Gallon Container / 55 Gallon poly-fiber drum

- iii. The VENDOR approved vendor will provide empty containers as needed and approved by the UNMHS Facility. Chemical waste is to be picked up at regularly scheduled weekly intervals and Pathological waste at regularly scheduled weekly intervals from the Facility. VENDOR will telephone Stockroom Supervisor the day before the regularly scheduled pickup to ascertain quantities and number of empty containers needed. Waste pickup appointment must be provided on a regularly scheduled weekly basis at the

- Facility and must be scheduled for a time when stockroom staff can supervise the on-site packaging/decanting operation, generally between 9:00 a.m. and 5:00p.m.
- iv. VENDOR must provide the customer service phone number where responsible VENDOR managers may be reached in case of emergencies.
 - v. VENDOR must immediately clean up and fully decontaminate affected areas in the event of any leakage or spillage on the Facility's premises.
 - vi. Waste may not remain on a Facility's loading dock for more than one hour.
 - vii. If requested by the Facility, VENDOR will pick up and dispose of items not described in this Agreement such as surplus chemicals, at VENDOR's current reasonable and customary fee schedule for such services.
 - viii. VENDOR/UNMHS approved vendor must have an EPA license.
 - ix. VENDOR must comply with All Federal, State and Local regulations regarding removal, transportation and disposal of Chemical Waste. Including but not limited to, all regulations of the New Mexico State of Environmental Conservation
 - x. VENDOR will be required to directly load and off-load reusable and/or disposable containers specified in the scope of work.

In addition to the required services above, UNMHS believes the overall value – added services listed below are integral to maintaining a long-term strategic partnership.

- a. Assist with educational outreach and training for UNMHS staff
- b. Provide comprehensive utilization reporting and performance monitoring (Monthly, quarterly, and annually)
- c. Provide consolidated billing detail for applicable facilities
- d. Patient, employee, and nursing satisfaction

Bidders are requested to submit a brief Narrative Proposal (MS Word; less than five pages) addressing their commitment and ability to accomplish each of the value-added services listed above. Draft Bidder contract(s) should identify these services, and indicate any additional fees.

**EXHIBIT B
EVALUATION CRITERIA**

General:

This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be a large factor in the proposal evaluation with negotiable expectations however; it is specifically a consideration of secondary importance to the need for high quality product and services.

Criteria	Year 1	Year 2	Year 3	Year 4	Scoring
35 Points					Pricing (see Exhibit C)
30 Points					Value Add Services (see Page 11 paragraph 3)
30 Points					Contractors performance and vendors ability to meet service requirements (see Exhibit D and each waste stream requirements)
5 Points					Compliance with laws and policies (see each waste stream requirements)

**EXHIBIT C
COST OF SERVICES**

Instructions: Please provide a per poundage/container pick-up fee based on volumes outlined in Exhibit M. Fees should be inclusive of everything provided below.

1. Costs of all DOT approved containers provided by the vendor for both on-site storage and removal of universal waste.
2. Universal waste labels
3. Costs for labor/per technician/per hour & projected number of hours to provide service.
4. Manifest, bill of lading or other acceptable shipping document fees
5. Travel time
6. Training
7. Tracking and Reporting
8. Transportation and Fuel costs

Description	Individual Waste Stream only	Integrated Waste Stream
Municipal Solid Waste Per Ton		
34 Yard SC Compactor Lease incl. Maintenance		
20 Yard SC Compactor Lease incl. Maintenance		
Regulated Medical Waste Per Pound-Dockside		
Regulated Medical Waste Per Pound-Full Service		
Trace Chemotherapy/Pathological Waste Per Pound		
Stop Fee Minimum		
Record Retention Fee		
Non-Reactive waste per 55 gal container		
Reactive waste per pound		
Pathological Specimens in Formalin per 55 gal container		
Pathological/Potentially Infectious Waste Per 55 gal container		
RCRA Chemo/ Hazardous Waste per 12-18 Gal container		

Non-hazardous Pharmaceutical waste		
RCRA Chemo/ Hazardous Waste per 55 Gal Drum		
On-Site Labor Support - Per Hour		
On-Site Labor Support Overtime – Per Hour		
55 Gal Steel Drum		
55 Gal Poly Drum		
55 Gal Copax box		
Liners (6mil)		
4 c.f. Bag of Vermiculite		
Rx Waste Container 18 Gal		
Rx Waste Container 8 Gal		
Emergency Hazardous Chemical Material Spill Response		
After Hours Service, 17:00PM to 7:00AM		
Weekend Hours Service, 24 Hours		
Holiday Hours Service, 24 Hours		

**EXHIBIT D
QUESTIONNAIRE**

Instructions: Please select whether you agree/disagree with each statement. If you disagree, please provide a brief explanation on why. For licenses, permits, and approvals please provide attach to the end of the proposal in appendix.

Questions	Vendor Response
General	
Vendor agrees to participate in UNMHS ePay Program.	AGREE / DISAGREE
Integrated Waste	
Vendor will provide an onsite representative.	AGREE / DISAGREE
Municipal Waste	
VENDOR will manage the removal and disposal of waste in accordance with the plan as approved by UNMHS. The waste must be stored on-site between pickups in equipment provided by the VENDOR. The storage equipment and the collection frequency must provide odor and vector control at all times in a manner acceptable to UNMHS.	AGREE / DISAGREE
In the event that VENDOR's facility(s) are temporarily unavailable, VENDOR must provide alternate disposal facility(s) at no additional cost to UNMHS.	AGREE / DISAGREE
VENDOR will manage the removal and disposal of Non-Regulated Medical Waste ("NRMW") through incineration or landfill, in accordance with all applicable Federal, State, and Local Laws and regulations.	AGREE / DISAGREE
VENDOR will also provide approved non-scheduled pickups as requested within at least 8 hours of notification by the Facility at the agreed upon contract rate.	AGREE / DISAGREE
The individual Facility will be responsible for the maintenance of UNMHS's owned equipment.	AGREE / DISAGREE
VENDOR will provide and maintain all additional necessary on-site collection and compaction equipment. VENDOR will also provide collection containers in the event the compacted containers become full, pending a	AGREE / DISAGREE

scheduled pickup.	
VENDOR will remove and dispose of all materials designated by Local Laws and any other applicable regulations or industry requirement.	AGREE / DISAGREE
VENDOR will determine, provide, and maintain in working condition, the number and type of replacement containers, and recycling facilities, and equipment to perform the mutually agreed upon currently required services.	AGREE / DISAGREE
Collection of recyclable material shall be from a central collection area to be determined by the Facility	AGREE / DISAGREE
Regulated Medical Waste Removal and Disposal	
At the request of the Facility, VENDOR will provide heavy-duty, reusable containers for the collection of Recyclable Plastic Medical Apparatus (PMA). PMA consists of sharps, IV, bags, tubing and other plastic instruments or devices used in the administration of patient-care activities whether these items are regulated or NRMW. VENDOR will maintain the specified number of containers in good condition including storing, cleaning, and disinfecting containers and will repair or replace all lost or damaged containers, lids or associated equipment. VENDOR will provide all carts and/or dollies for use in rooms and for transport of containers within the Facility.	AGREE / DISAGREE
The container design must be consistent with UNMHS current practices or be mutually agreed upon between VENDOR and UNMHS.	AGREE / DISAGREE
Container must meet all specifications for sharps.	AGREE / DISAGREE
Container must have a top designed to permit the deposit of PMA and prevent retrieval (similar to a torturous path of a sharps container).	AGREE / DISAGREE
At the request of the Facility, VENDOR will provide a lockable USDOT approved container which will reduce staff handling of infectious waste and related labor costs borne by the Facilities, resulting in the overall cost savings to UNMHS.	AGREE / DISAGREE
The treated PMA will be converted to NRMW by VENDOR, and may be disposed as such by VENDOR in compliance with all Federal, State, and Local regulations	AGREE / DISAGREE

<p>in the event that recycling outlets cannot be secured by VENDOR or by UNMHS. VENDOR will remove and dispose of converted waste. The conversion process must render the waste non-infectious in accordance with all applicable laws and regulations.</p>	
<p>The scheduling, frequency, and service level of pickups will be determined by:</p> <ul style="list-style-type: none"> a) The current service and frequency b) Scheduled to maximize overall efficiencies (service and cost) c) As agreed to by each party d) VENDOR will ensure waste is removed within two (2) hours of scheduled pickup time. e) SRMC currently has Full Service Collection and UNMH has Dockside Collection 	AGREE / DISAGREE
<p>Pathological, cytotoxic and laboratory waste, sharps and any other RMW, will be transported off-site by VENDOR for treatment and/or disposal by incineration or landfill as RMW at a full licensed and approved facility.</p>	AGREE / DISAGREE
<p>VENDOR will provide all secondary packaging for removal and disposal of cytotoxic, pathological, sharps and other RMW including corrugated boxes, or reusable containers at no additional cost.</p>	AGREE / DISAGREE
<p>VENDOR will provide at the time of Agreement execution copies of all Federal, State and Local licenses and permits and letters of approval issued by Government Agencies for handling, transporting, recycling and disposing of medical waste as herein specified.</p>	AGREE / DISAGREE
<p>Any and all Federal, State and Local permits, licenses and approvals required for the following activities, as applicable to VENDOR's (and if applicable subcontractors') operations:</p> <ul style="list-style-type: none"> a) Air Emissions b) Discharges to surface or ground water or a Publicly-Owned Treatment Works ("POTW") c). Treatment, storage, disposal or recycling Regulated Infectious Medical Waste 	AGREE / DISAGREE

Proof of EPA approval of recycling methods and process for purposes of recycling Medical Waste.	AGREE / DISAGREE
VENDOR will provide at the time of Agreement execution permit showing authorization to transmit treated and untreated RMW to a specific landfill or incinerator that is approved to accept such waste.	AGREE / DISAGREE
Vendor will provide as needed but at a minimum annual DOT training for all UNMHS facility personnel who are responsible for the management of regulated medical waste including the signing of manifests. This training session will be, regulation specific, understandable for the targeted audience, relevant to the daily regulated medical waste activities for UNMHS Facilities and documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials must also be provided to UNMHS facilities.	AGREE / DISAGREE
Vendor will adhere to all UNMHS policies and procedures by wearing and using the appropriate safety equipment while on-site performing routine regulated medical waste operations.	AGREE / DISAGREE
Provide on-site waste technicians who must provide daily pick up service of all types of regulated medical waste from facility wide patient care areas. All waste technicians performing this job must be provided with all required training that is specific to his/her job description. A copy of all training certificates and a copy of the training material must be provided to the contact person at each UNMHS facility.	AGREE / DISAGREE
Vendor will be responsible for preparation of all manifests and will ensure that all final copies are returned to individual UNMHS facilities within 30 days from the pickup date and no later than 45 days from the pick-up date. If necessary the vendor will supply to UNMHS copies of missing manifests.	AGREE / DISAGREE
Emergency response. Vendor will provide emergency contact information for 24-hour regulated medical waste emergency response. Service must be provided within 4 hours of vendor receiving request from UNMHS.	AGREE / DISAGREE
Vendor will provide services for the safe removal and appropriate disposal of regulated medical waste (sharps, blood vials, etc.) from elevator shafts within UNMHS	AGREE / DISAGREE

facilities. This service will be performed on an as needed basis when requested by individual UNMHS facilities.	
Vendor will provide the opportunity for UNMHS employees to visit and inspect the transfer and disposal facility used for regulated medical waste streams picked up from individual UNMHS facilities.	AGREE / DISAGREE
Vendor must provide to their drivers or the drivers employed by any sub contracted vendor a list of all employees at each individual UNMHS facility who are current with DOT training requirements. The driver must then ensure that only individuals from this list of DOT trained employees print and sign their names on manifests used to transport regulated medical waste.	AGREE / DISAGREE
Vendor must adequately respond to all non-emergency e-mail requests, faxes, mail or telephone messages sent by UNMHS no later than 2 business days (48 hours) after receipt.	AGREE / DISAGREE
Hazardous Waste	
VENDOR shall provide a Comprehensive Hazardous Waste Management Program and Services for all participating UNMHS Facilities in accordance with the specifications herein outlined. All hazardous (chemical, pharmaceutical and chemotherapeutic) waste must be picked-up, removed and disposed of according to the guidelines set by UNMHS and Federal, State, and Local laws.	AGREE / DISAGREE
All waste will be picked up at regularly scheduled intervals. Intervals for waste removal will be specific to each facility and determined by volume of waste generated and storage room/area capacity.	AGREE / DISAGREE
Waste removal will be during normal business hours 9:00 AM - 5:00 PM Monday through Friday.	AGREE / DISAGREE
Vendor will provide emergency contact information for 24-hour chemical emergency response. Service to be provided within four hours.	AGREE / DISAGREE
For both waste minimization and cost saving opportunities, to the extent possible, vendor will bulk and consolidate on-site both RCRA and Non-RCRA waste. Drums should only be manifested and removed for off-site disposal when full. All waste operations will be conducted in an area with limited access to minimize	AGREE / DISAGREE

exposure to facility employees.	
Only the weight of the RCRA hazardous waste should be included in section 11 of the hazardous waste manifest. Container and packaging weight should not be included in this section of the hazardous waste manifest. All efforts should be made to maintain or to obtain small quantity generator (SQG) status or conditionally exempt small quantity status (CESQG) status for individual UNMHS facilities.	AGREE / DISAGREE
Waste characterization will be provided to individual UNMHS facilities for all identified waste streams by an independent laboratory to determine if it is a RCRA waste. This information must be presented via a document produced from the independent laboratory showing the waste characteristics used for the RCRA hazardous / non-hazardous waste determination. This must occur at the beginning of a new contract with a vendor for all identified waste streams.	AGREE / DISAGREE
Vendor will provide as needed but at a minimum annual RCRA Hazardous materials training for all individual UNMHS facility personnel who handle and manage RCRA hazardous waste. This training session will be, regulation specific, understandable for the targeted audience, relevant to the daily hazardous waste activities occurring at each individual UNMHS facility and the job description of individual employees, documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials will be provided to the contact person at each individual UNMHS facility.	AGREE / DISAGREE
Vendor will provide as needed but at a minimum annual DOT training for all facility personnel who are responsible for the management and disposal of hazardous waste including the signing of manifests. This training session will be, regulation specific, understandable for the targeted audience, relevant to the daily hazardous and medical waste activities for HHC Facilities and documented with certificates of completion which must be received no later than 10 calendar days following the date of the training session. A copy of all training materials must also be provided to UNMHS facilities.	AGREE / DISAGREE

Vendor will adhere to all UNMHS policies and procedures by wearing and using the appropriate safety equipment while on-site performing routine waste operations.	AGREE / DISAGREE
Vendor will be responsible for preparation of all manifests and will ensure that all final copies are returned to individual UNMHS facilities within 30 days from the pickup date and no later than 45 days from the pick-up date. If necessary the vendor will supply to UNMHS copies of missing manifests.	AGREE / DISAGREE
Vendor will provide an annual waste report which must be submitted to each individual UNMHS facility no later than February 1st following the end of the year. This report must specifically include the total annual amount in pounds (lbs) of each type of waste sorted by the line item description used on the hazardous waste manifest. This is needed for annual hazardous waste reporting purposes.	AGREE / DISAGREE
Vendor will provide the opportunity for employees to visit and inspect the transfer and disposal facility used for RCRA and non-RCRA waste streams picked up from individual facilities.	AGREE / DISAGREE
Vendor must adequately respond to all non-emergency e-mail requests, faxes, mail or telephone messages sent by UNMHS no later than two business days (48 hours) after receipt.	AGREE / DISAGREE
Vendor must supply a current copy of all relevant permits and licenses to UNMHS before service can begin. This should include a current hazardous materials certificate of registration, a current letter from the Transport Security Administration (TSA) verifying compliance with their requirements, and a current waste transporter permit.	AGREE / DISAGREE
<p>Containers</p> <p>a) DOT approved containers must be provided in good condition that are color coded and labeled to accept the various waste classifications at the facility level and prevent the comingling of incompatible pharmaceutical wastes</p> <p>b) DOT approved containers must be provided in good condition that are color coded and labeled so that employees at the facility level can separate RCRA</p>	AGREE / DISAGREE

<p>regulated chemotherapeutic agents from non RCRA regulated chemotherapeutic agents.</p> <p>c) Adequate labeling of containers to assist facility personnel in the proper segregation of pharmaceutical waste.</p> <p>d) Metal stands must be provided for all containers used for the collection of RCRA and non RCRA regulated chemotherapeutic agents.</p>	
<p>All proposed transporters, transfer/storage/disposal facilities and incineration facilities for all the various pharmaceutical waste types are to be described in detail including:</p> <p>a) Company name</p> <p>b) Company address</p> <p>c) EPA identification number</p> <p>d) DOT number (for transporters)</p> <p>e) Required state and/or federal permits</p> <p>f) Proof of required insurance</p>	AGREE / DISAGREE
<p>Vendor must guarantee that all waste medications are sent for incineration. RCRA medications including RCRA chemotherapeutic agents must be sent to a licensed EPA hazardous waste incinerator for disposal. All other non-regulated medications must be sent to a regulated medical waste (RMW) incinerator for disposal.</p>	AGREE / DISAGREE
<p>Training should also include a description of all RCRA chemotherapeutic agents based on an ongoing formulary analysis being performed. Chemotherapeutic agents that are RCRA regulated must be collected separately and sent for disposal at a licensed RCRA hazardous waste incinerator. All other chemotherapeutic agents must be collected separately and disposed of at a licensed, regulated medical waste (RMW) incinerator.</p>	AGREE / DISAGREE
<p>Vendor must implement an effective pharmaceutical waste management program that ensures all non-regulated medications such as:</p> <p>a) Formulations with a Listed Active Ingredient that is Not the Sole Active Ingredient</p> <p>b) All non-RCRA Chemotherapeutic Agents</p> <p>c) Drugs Listed in Appendix VI of OSHA Technical</p>	AGREE / DISAGREE

<p>Manual</p> <p>d) Drugs with LDS0s Less Than or Equal to 50 mg/kg</p> <p>e) Carcinogenic Drugs</p> <p>f) Combination Vitamin/Mineral Preparations with Heavy Metals</p> <p>g) Endocrine Disruptors</p> <p>h) DEA medications that have been rendered inactive and irrecoverable</p> <p>i) All other non-regulated medications are collected in bins or in another appropriate manner in all areas throughout the facility where they are generated. They must subsequently be sent for incineration at a regulated medical waste (RMW) incinerator. It is extremely importance that this type of waste is classified and managed as non-RCRA since it could otherwise result in a change to the EPA generator status (CESQG, SQG, LQG) of an individual UNMHS facility.</p>	
<p>Vendor must provide annual refresher training on the hazardous waste management programs to all staff handling medications on all three tours (day, evening and night shift). Individual training certificates must be presented to the contact person at each HHC facility within 10 days of the training session for distribution to staff.</p>	AGREE / DISAGREE
<p>Disposal of formalin-drained pathological waste in UNMHS approved packaging packed and labeled by VENDOR.</p>	AGREE / DISAGREE
<p>The VENDOR will provide empty containers as needed and approved by the UNMHS Facility.</p>	AGREE / DISAGREE

**EXHIBIT E
RESIDENT VETERANS PREFERENCE CERTIFICATION**

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

Please check one only:

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$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 F
AUTHORIZED SIGNATURE PAGE**

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

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

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

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

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

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

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

**EXHIBIT G
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>Please return this form to: The University of New Mexico Hospitals Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)</p>	<p>NOTE: This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.</p>
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THANK YOU FOR YOUR COOPERATION

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

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

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

CONFLICT OF INTEREST. The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Regent of The University of New Mexico Hospitals (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any University of New Mexico Hospitals employee, Regent or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, please identify the legislator: _____

_____ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror’s stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror. _____

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

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

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

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

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

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

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

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

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

Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

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

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

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

**EXHIBIT I
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 J
**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (APRIL 1991)**

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

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

EXHIBIT K
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. UNMHS 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 UNMHS Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNMHS. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNMHS 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 UNMHS 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.

UNMHS reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNMHS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNMHS and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

1. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the UNMHS is entitled to revoke acceptance of them the UNMHS may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the UNMHS's option. Seller shall reimburse the UNMHS for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.
2. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
3. **APPROPRIATION.** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNMHS.
4. **ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.

5. **AWARDS – MULTIPLE.** The University reserves the right to make multiple awards to primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
6. **BRAND NAME OR EQUAL.** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
7. **CANCELLATION.** UNMHS reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
8. **CHANGES.** UNMHS 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 UNMHS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order/Agreement as changed hereunder.
9. **CASH DISCOUNTS.** UNMHS will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
10. **CLEAN UP.** It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all contractors' equipment excess materials and rubble.
11. **CONFLICT OF INTEREST.** Seller shall disclose to UNMHS's Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A UNMHS employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.
12. **COOPERATION AND DISPUTE RESOLUTION.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute
13. **DAMAGE AND SECURITY OF UNMHS 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 UNMHS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
14. **DELIVERY DATE.** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated, please state your earliest delivery date in your offer.
15. **DISCLOSURE OF PROPOSAL CONTENTS.** The proposals will be kept confidential until UNMHS 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, UNMHS shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

16. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNMHS's authorized representative prior to commencement of the work.
17. **DISCOUNTS.** If prompt payment discounts apply to any resultant Purchase Order/Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been received by the UNMHS's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.
18. ****ECCN REPORTING REQUIREMENT.** Seller acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Seller agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Seller shall not disclose any export-controlled information or provide any export-controlled equipment or materials to UNMHS without prior written notice. In the event that UNMHS agrees to receive such export-controlled information, equipment or materials, Seller shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: ECCN@UNM.EDU
19. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under a resultant Purchase Order/Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.
20. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.
21. **EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.
22. **EMPLOYEE CERTIFICATION.** The Offeror and all Offerors' employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State

and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.

23. **GENERAL TERMS AND CONDITIONS:** UNMHS'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.

UNMHS 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 UNMHS to do so.

24. **F.O.B.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.
25. **FOREIGN PAYMENTS.** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.
26. **GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
27. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to a resultant Purchase Order/Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.
28. **INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the UNMHS. Seller shall indemnify, defend and hold harmless the UNMHS, 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 UNMHS against any joint and several liabilities imposed against UNMHS 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 UNMHS. The liability of the University 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."

29. **INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement. Seller further declares that it is engaged in the same

- or similar activities for other clients and that the University is not Seller's sole or only client or customer.
30. **INSPECTION.** UNMHS may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of any resultant Purchase Order/Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.
 31. **INSPECTIONS, SELLER.** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this RFP.
 32. **INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.
 33. **INSURANCE REQUIREMENTS:** The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications. Offeror must submit proof of insurance in the form of a "Certificate of Insurance" to the appropriate Buyer prior to commencing work under this contract. Offeror's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This Request for Proposal Number must appear on the Certificate of Insurance.
 34. **LATE SUBMISSIONS.** Late submissions of offers will not be accepted or considered unless it is determined by UNMHS that the late receipt was due solely to mishandling by UNMHS or the offer is the only offer received. Late submissions will be returned unopened.
 35. **MERGER.** The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.
 36. **MINIMUM WAGE RATES AND PAYROLL SUBMITTALS.** Jobs with an estimate cost >\$60,000 done under this IFB will be subject to the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA, 1978 as amended) and per exhibit labeled "Wage Act." Minimum wages will be supplied at time of award or may be obtained from the State of New Mexico Labor & Industrial Commission, 1596 Pacheco Street, Santa FE, NM 87501.

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

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

37. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMHS's authorized representative.

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

UNMHS Address:
The University of New Mexico Hospitals
Purchasing Department
933 Bradbury Dr. Se Suite 3165
Albuquerque, NM 87106

40. OPTION TO RENEW. UNMHS 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 UNMHS. These renewal options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.
41. OTHER APPLICABLE LAWS. Any provision required to be included in a resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
42. OSHA REGULATIONS. The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold UNMHS free and harmless against all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
43. OWNERSHIP OF DOCUMENTS. All documents which are prepared by the Seller or any member of the consulting team that form a part of its services under a resultant Purchase Order//Agreement are the sole property of the University of New Mexico Hospitals and such works may not be reproduced nor distributed without the express written consent of the University of New Mexico Hospitals and shall be delivered to UNMHS upon termination and or completion of this Purchase Order/Agreement if UNMHS so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNMHS 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. UNMHS 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 UNMHS 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 UNMHS.

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 UNMHS. UNMHS 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 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 during the Work to UNMHS and agrees to execute and deliver all documents and do any and all things necessary and proper to affect 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 all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to UNMHS.

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

44. **PACKAGING.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to ensure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
45. ****PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
46. **PAYMENTS FOR PURCHASING.** No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNMHS using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
47. **PAYMENT TERMS.** Upon written request from Seller for payment, UNMHS shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.
48. **PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.
49. **PENALTIES.** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.
50. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of one hundred and eighty days (180) calendar days; an additional time period may be requested by UNMHS.
51. **PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

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

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

disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

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

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

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

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

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

52. PUBLIC INFORMATION. All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right-hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNMHS Purchasing Regulations 11.6.3.)
53. PURCHASE ORDER/AGREEMENT. Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
54. RELATIONSHIP OF PARTIES. The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNMHS for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMHS. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
55. RELEASE UNMHS REGENTS. The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico Hospitals, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico Hospitals or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico Hospitals or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.

56. REMOVAL OF OFFEROR'S EMPLOYEE(S). UNMHS may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMHS may immediately terminate, with written notice to Offeror, the services of any Contactor employee, if the University of New Mexico's management believes in good faith that Offeror's employee is unable to perform the services with reasonable skill. Offeror's agreement may also be terminated if Offeror's liability insurance coverage is modified or terminated.
57. REQUEST AS AGREEMENT: This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request's terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMHS. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.
58. RETENTION OF RECORDS. Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement and will allow access for inspection by the University of New Mexico Hospitals, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for verifying costs associated with provisions of services under the Agreement.
59. RIGHT TO PROTEST. The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMHS Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMHS web site: <http://www.UNMHS.edu/~purch/reg11.pdf>.
60. RIGHT TO WAIVE MINOR IRREGULARITIES. The UNMHS Evaluation Committee reserves the right to waive minor irregularities. The UNMHS Evaluation Committee also reserves the right to waive mandatory requirements if 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 UNMHS Evaluation Committee.
61. SCHEDULE DELAYS. If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify UNMHS promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.
62. SELLER'S EMPLOYEES AND AGENTS. Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University because of any resultant Purchase Order/Agreement.
63. SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
64. SITE 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.
65. STATE AND LOCAL ORDINANCES. The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet

these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

66. **STATE AND LOCAL ORDINANCES.** The Offeror shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved.
67. **TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS).** In the performance of construction related services under this solicitation, the Seller agrees to work with and cooperate with the University's Tax Cost Segregation Consultant. The University's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico Gross Receipts Tax for each general Offeror involved with the construction projects at UNMHS. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by UNMHS for various construction projects.
68. **TERMINATION AND DELAYS.** The University may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted price. Such amount will be limited to Seller's actual cost and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress to endanger performance and does not cure such failure within a reasonable period. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.
69. **THIRD PARTIES.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
70. **TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.
71. **WAIVER.** The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.
72. **WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in any resultant Purchase Order/Agreement, free from defects in Seller's design, labor, materials and manufacture, and to follow any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.
73. **WARRANTY:** Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
74. **WORKERS COMPENSATION.** No workers compensation insurance has been or will be obtained by UNMHS on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

75. WORKMANSHIP/COOPERATION. All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Seller will cooperate with the University and other contractors and coordinate their work involving other contractors through the University’s authorized representative.

**Exhibit L
Volume Data**

Data is an annual snapshot and is not guaranteed.

Location	Pharmaceutical (lbs)	Pharmaceutical (55CF)	Pharmaceutical (55DF)	Xylene & Methonal (55Drum)	Recovery Fee (EA)	Program Manager (Hr)	Chemo (lbs)	Hazardous (ton)	Municipal (ton)	Sharps (lbs)	RMW (lbs)
Sandoval (SRMC)	7,066						139		219	25,989	138,930
Atrisco Heritage Clinic											475
Carrie Tingley Hospital-AA											860
Dental Hygiene Clinic											
Dental Services Ambulatory Sur Hope Building											587
Manzano Clinic											4
Medical Arts Rehab											60
North Valley Clinic											249
UNM-Center for ReproductiveHth							973				1,858
UNM Center for Spine Health											49
UNM Hosp.- SW Maternity - AA											508
UNM Hospital- Truman-AA											537
UNM Hospital/Family Practice											1,548
UNM Hospital-Academy-AA											940
UNM Hospital-Childrens Psyc-AA											152
UNM Hospital-Dermatology-AA											1,545
UNM Hospital-Emergency Dept									1,016		
UNM Hospital-Lifeguard-AA											405
UNM Hospital-Lobo Spts Med -AA											120
UNM Hospital-Main-AA							198				1,049,683
UNM Hospital-Outpat Ortho - AA											246
UNM Hospital-Rio Rancho-AA											1,034
UNM Hospital-SE Heights Cen-AA											1,847
UNM Hospital-University-AA		1,533	24	17	304,291	1,872	2 30DF 2 55CF	61			1,620
UNM Hosp-Maternal & Family -AA											287
UNM Hosp-NW Valley Matern-AA											574
UNM Hosp-Outpatient Day Sur-AA											31,505
UNM School Hlth Clin - E San J											5
UNM School Hlth Clin - Highlan											77
UNM School Hlth Clin - Van Bur											1
UNM School Hlth Clin - Washing											4
UNM School Hlth Clin-Albuquerq											73
UNM Women's Clinic											5,336
UNM Young Childrens Hlth Ctr											410
UNM-Blood Bank											1,289
UNM-Center for Life Clinic											223
UNM-GI/Endo Clinic											17,508
UNMH- Cardiology Srvc.											-
UNMH-Adult Infusion							19,420				-
UNMH-ASAP											1,088
UNMH-Dental Services Residency											262
UNMH-Heart & Vasc Digestive Hlt											162
UNMH-NW Mesa Family Practice											2,159
UNM-Lobocare Clinic											562
UNM-Mental Health Center-AA									84		2,982
UNM-Para Los Ninos											6
UNM-East									1,054		
UNM-Cancer Center									201		
2600 Yale Blvd					12,447						

EXHIBIT M
FREQUENCY OF PICKUPS

Cust-Site	Location Name	Type	Address	Service Frequency
0025058-001	UNM Hospital-University-AA	Offsite	1209 University Blvd SE, Albuquerque, NM, 87106	Weekly
0025058-002	UNM Hospital-Main-AA	Hospital	2211 Lomas Blvd NE, Albuquerque, NM, 87106	Weekly
0025058-003	UNM Hospital-Supplies Only-AA	Offsite	2211 Lomas Blvd NE, Albuquerque, NM, 87106	On-call
0025058-004	UNM Hospital-SE Heights Cen-AA	Offsite	8200 Central Ave SE, Albuquerque, NM, 87108	Weekly
0025058-006	UNM Hospital/Family Practice	Offsite	2400 Tucker NE, Albuquerque, NM, 87131	Weekly
0025058-007	UNM Hospital-Rio Rancho-AA	Offsite	4808 McMahon Blvd NW, Albuquerque, NM, 87114	Every other week
0025058-012	UNM Hospital-Sleep Disorder-AA	Offsite	1101 Medical Arts Ave NE, Albuquerque, NM, 87102	On-call
0025058-015	UNM Hospital- Truman-AA	Offsite	801 Encino Pl NE, Albuquerque, NM, 87102	Every other week
0025058-017	UNM Hosp.- 5W Maternity - AA	Offsite	6900 Gonzales Rd SW, Albuquerque, NM, 87121	Every other week
0025058-019	UNM Hosp-Maternal & Family -AA	Offsite	1500 Walter St SE, Albuquerque, NM, 87102	Weekly
0025058-020	UNM Hosp-NW Valley Matern-AA	Offsite	1231 Candelaria Rd NW, Albuquerque, NM, 87107	Weekly
0025058-022	UNM Hospital-Childrens Psyc-AA	Offsite	1001 Yale Blvd NE, Albuquerque, NM, 87106	Every other week
0025058-023	UNM-Mental Health Center-AA	Offsite	2600 Marble, Albuquerque, NM, 87105	Every other week
0025058-026	UNM Hosp-Outpatient Day Sur-AA	Offsite	1213 University Blvd NE, Albuquerque, NM, 87106	Weekly
0025058-028	UNM Hospital-Lobo Spts Med -AA	Offsite	1414 University SE, Albuquerque, NM, 87131	Every 4 weeks
0025058-029	UNM Hospital-Outpat Ortho - AA	Offsite	1101 Medical Arts Ave NE, Albuquerque, NM, 87102	Every other week
0025058-030	UNM Hospital-Lifeguard-AA	Offsite	2505 Clark Carr Loop SE, Albuquerque, NM, 87106	Every 4 weeks
0025058-031	UNM Hospital-Dermatology-AA	Offsite	1021 Medical Arts Ave NE, Albuquerque, NM, 87102	Weekly
0025058-032	UNM Hospital-Academy-AA	Offsite	7801 Academy NE, Albuquerque, NM, 87109	Weekly
0025058-033	UNM Hospital-Academy-AA	Offsite	1127 University Blvd NE, Albuquerque, NM, 87102	Every other week
0025058-033	Carrie Tingley Hospital-AA	Offsite	2600 Yale Blvd SE, Albuquerque, NM, 87106	Weekly
0025058-034	UNMH-ASAP	Offsite	2600 Yale Blvd SE, Albuquerque, NM, 87106	Every other week
0025058-035	UNM Young Childrens Hlth Ctr	Offsite	306 San Pablo St SE, Albuquerque, NM, 87108	Weekly
0025058-036	UNM-Center for ReproductiveHth	Offsite	2301 Yale Blvd SE, Albuquerque, NM, 87106	Every other week
0025058-037	UNM-Womens Faculty & Midwife	Offsite	801 Encino Pl NE, Albuquerque, NM, 87102	Every other week
0025058-038	UNM-Lobocare Clinic	Offsite	1101 4 - A, Albuquerque, NM, 87102	Every other week
0025058-039	UNM-Center for Life Clinic	Offsite	4700 Jefferson St NE, Albuquerque, NM, 87109	Every other week
0025058-040	UNM Para Los Niños	Offsite	625 Silver Ave SW, Albuquerque, NM, 87102	Every 24 weeks
0025058-041	UNM-Heart & Vasc Digestive Hlt	Offsite	1101 Medical Arts Ave NE, Albuquerque, NM, 87102	Every 4 weeks
0025058-042	UNM-GI/Endo Clinic	Offsite	1001 Martin Luther King Blvd, Albuquerque, NM, 87106	Weekly
0025058-045	UNMH Clinic	Offsite	1841 Highway 66, Edgewood, NM, 87015	On-call
0025058-047	UNMH-Adult Infusion	Offsite	1201 Camino De Salud NE, Albuquerque, NM, 87102	Weekly
0025058-051	UNMH-Adult Infusion	Offsite	1201 Camino de Salud, Albuquerque, NM, 87131	On-call
0025058-053	UNMH-NW Mesa Family Practice	Offsite	301 Unser Blvd NW, Albuquerque, NM, 87121	Weekly
0025058-054	Dental Services Ambulatory Sur	Offsite	1801 Camino De Salud NE, Albuquerque, NM, 87102	Every 4 weeks
0025058-055	UNMH- Cardiology Svcs.	Offsite	4824 McMahon Blvd NW, Albuquerque, NM, 87109	Every 4 weeks
0025058-056	UNMH-Dental Services Residency	Offsite	1801 Camino De Salud NE, Albuquerque, NM, 87102	Every 4 weeks
0025058-057	UNMH-Dental Services Carrie	Offsite	1127 University Blvd NE, Albuquerque, NM, 87102	Every 4 weeks
0025058-060	HAZ/Univ of New Mexico Hosp	Hospital	2211 Lomas Blvd NE, Albuquerque, NM, 87106	On-call
0025058-064	Dental Hygiene Clinic	Offsite	2320 Tucker NE, Albuquerque, NM, 87131	Every 8 weeks
0025058-065	HAZ/University of New Mexico	Offsite	2211 Lomas Blvd NE, Albuquerque, NM, 87106	On-call
0025058-066	Atrisco Heritage Clinic	Offsite	10800 Dennis Chavez Blvd SW, Albuquerque, NM, 87121	Weekly
0025058-067	UNMH Adult Infusion - Cancer C	Offsite	1201 Camino de Salud, Albuquerque, NM, 87131	On-call
0025058-068	NMDA Scientific Laboratory Div	Offsite	1101 Camino de Salud NE, Albuquerque, NM, 87102	On-call
0025058-069	NMDA Veterinary Diagnostivc Se	Offsite	1101 Camino de Salud NE Room G, Albuquerque, NM, 87102	On-call
0025058-070	UNM School Hlth Clin - E San J	Offsite	415 Thaxton Ave SE, Albuquerque, NM, 87102	Every 12 weeks
0025058-072	UNM School Hlth Clin - Washing	Offsite	1101 Park Ave SW, Albuquerque, NM, 87102	Every 12 weeks
0025058-073	UNM School Hlth Clin - Van Bur	Offsite	700 Louisiana Blvd SE, Albuquerque, NM, 87108	Every 12 weeks
0025058-074	UNM School Hlth Clin - Highlan	Offsite	4700 Coal Ave SE, Albuquerque, NM, 87108	Every 4 weeks
0025058-075	UNM School Hlth Clin-Albuquerq	Offsite	800 Odelia Rd NE, Albuquerque, NM, 87102	Every 4 weeks
0025058-076	HAZ/UNMH - OSIS	Offsite	1213 University Blvd, Albuquerque, NM, 87102	On-call
0025058-077	UNM-Blood Bank	Offsite	2211 Lomas Blvd NE, Albuquerque, NM, 87106	Weekly
0025058-078	Medical Arts Rehab	Offsite	1025 Medical Arts Ave NE, Albuquerque, NM, 87102	Every other week
0025058-079	North Valley Clinic	Offsite	3401 4th St NW, Albuquerque, NM, 87107	Weekly
0025058-080	Manzano Clinic	Offsite	12200 Lomas Blvd NE, Albuquerque, NM, 87112	Every 4 weeks
0025058-081	UNM ASAP Ped's Hospice	Offsite	2600 Yale Blvd SE, Albuquerque, NM, 87106	Weekly

