

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

INVITATION FOR BID

IFB Number: B79-19

TITLE: Skull Clamps

Bid Due Date/Time: ALL BID RESPONSES MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON April 10, 2019**. Bids received after this deadline will not be accepted.

The Regents of the University of New Mexico, for its public operation known as, University of New Mexico Hospitals (“UNMH”) invites you (“Bidder”) to submit an offer for material(s) and/or services set forth in this Invitation for Bid (IFB). 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)

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

Name: Anna Silva
Title: Procurement Specialist
Address: 933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106
Telephone: (505) 272-9571
E-mail: amsilva@salud.unm.edu

Electronic Format and Hard Copies:

- 1. Only hard copies will be accepted and must be submitted manually via hand delivery, carrier or first class mail and must submit:**

One (1) Original, marked on the cover as “Original,”
Four (4) copies, marked on the cover of each as “Copy,” and One
USB Flash Drive

2. Hard copies must be printed in ink and corrections must be initialed. Bids must be submitted in a sealed envelope, box or package and must be clearly marked with the IFB Number, IFB Name and Opening Date (see Offer Due By date above) in the lower left hand corner. Failure to mark your sealed bid appropriately may result in your offer being opened early or your offer not being included in the Request for Bid opening.
3. Address of delivery of responses via express carrier, hand delivered or first class mail must as follows:

**The University of New Mexico
Hospitals Purchasing Department,
Anna Silva
933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106**

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FREIGHT AND PAYMENT

Freight Terms: FOB Destination

Payment Terms: NET 30

CANCELLATION

UNMH reserves the right to cancel without penalty, this IFB, the resultant contract/purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

SECTION I SCOPE OF WORK

- 1.1. Scope.** The University of New Mexico is seeking bids for the purchase of Skull Clamps to be used in Neurosurgery.
- 1.2. Intent.** The intent of this IFB is to request a formal price proposal for Skull Clamps.. Upon award, a purchase order will be issued for the purchase of these products. If pricing is offered for additional purchases, subsequent purchase orders will be issued on an as needed basis.
- 1.3. Forms and Exhibits.** The IFB Submission Forms and Exhibits and the other documents requiring execution by the Bidder, shall be completed and signed by a duly authorized signing representative of the Bidder. Bid responses 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.
- 1.4. Definitions.** Most of the terms which appear below are defined in the Procurement Code
 - 1.4.1.** “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this IFB; and
 - 1.4.2.** “should”, “could” and “may” indicate that the requirement is discretionary.
 - 1.4.3.** “bidder” means the one who submits a bid in response to an invitation for bid.
 - 1.4.4.** “contract” or “price agreement” means any written, binding agreement for the procurement of items of tangible personal property, services or construction.
 - 1.4.5.** “Contractor” means the party who receives a formal award for tangible personal property, services or construction.
- 1.5. Notice.** The Bidders are put on notice that from the date of issue of the IFB through any award notification of the Agreement:
 - 1.5.1.** Only the Procurement Specialist is authorized by the UNMH to amend or waive the requirements of the IFB pursuant to the terms of this IFB;
 - 1.5.2.** Bidders should not contact any of the staff at UNMH, (except for the Procurement Specialist) in regards to this IFB, unless instructed to in writing by the Procurement Specialist;
 - 1.5.3.** Under no circumstances shall the Bidder rely upon any information or instructions from the Procurement Specialist, UNMH employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and
 - 1.5.4.** UNMH, their employees, nor their agents shall be responsible for any information or instructions provided to the Bidder, with the exception of information or instructions provided in an addendum by the Procurement Specialist.
- 1.6. Information.**

1.6.1. Bidder to Review. The Bidder must carefully review this IFB and ensure that the Bidder has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this IFB. Each Bidder is responsible for conducting its own investigations and due diligence necessary for the preparation of its Bid response.

1.6.2. Bidder to Notify. If the Bidder discovers any uncertainty, inconsistency, error, omission or ambiguity in this IFB, the Bidder must notify the Procurement Specialist in writing prior to submitting the Bidder's Bid response.

1.6.3. Bidders shall not:

1.6.3.1. Claim after submission of a Bid response that there was any misunderstanding or that any of the conditions set out in Section 1.5. Bidder to Review were present with respect to this IFB; or

1.6.3.2. Hold any staff of UNMH liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this IFB.

1.6.4 Consideration of Bids: Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.

1.7. Clarification and Questions.

1.7.1. Submission. Bidders may request clarification of this IFB by:

1.7.1.1. Submitting all requests for clarification by email to the Procurement Specialist at amsilva@salud.unm.edu as otherwise directed by the Procurement Specialist;

1.7.1.2. Including the Bidder's address, telephone number, facsimile number and email address; and

1.7.1.3. If the question pertains to a specific section of this IFB, reference should be made to the specific section number and page; and

1.7.1.4. Submitting all requests for clarification no later than **2:00 PM MST**, March 29, 2019.

1.7.2. Questions and Answers. The UNMH will provide Bidders with written responses in the form of addenda to questions that are submitted in accordance with Section 1.7. All addenda shall form part of this IFB. Questions and answers will be distributed in numbered addenda. In answering the Bidder's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Bidder. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from

various Bidders only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

1.8. Issued Addenda. Each Bidder shall be responsible for verifying before submitting its Bid response that it has received all addenda that have been issued. All addenda will be posted on the UNMH bidding website visit <http://hospitals.unm.edu/about/bids.shtml>. Instructions, clarifications or amendments which affect this IFB may only be made by addendum.

1.9. Amendments to the IFB. The UNMH shall have the right to amend or supplement this IFB in writing prior to the Closing Time. No other statement, whether written, oral or inferred, will amend this IFB. The Bidders are responsible to ensure they received all addenda, if any. The addenda shall be binding on each Bidder.

1.10. Clarification of Bidder's Bid response.

1.10.1. The UNMH shall have the right at any time after bid response submission, to seek clarification from any Bidder in respect of such Bidder's bid response submission, without contacting other Bidders. The UNMH is not obliged to seek clarification of any aspect of a bid response.

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

1.11. Verification of Information. The UNMH shall have the right to:

1.11.1. Verify any Bidder statement or claim by whatever means the UNMH deems appropriate, including contacting persons in addition to those offered as references, and to reject any Bidder statement or claim, if the statement or claim or its Bid response is patently unwarranted or is questionable; or

1.11.2. Access the Bidder's premises where any part of the work is to be carried out to confirm Bid response information, quality of processes, and to obtain assurances of viability; and

1.11.3. The Bidder shall cooperate in the verification of information and is deemed to consent to UNMH verifying such information.

1.12. Bidder must meet or exceed the requirements listed below.

- 1.12.1.** It is the Bidders responsibility to make sure that all products and services offered are adequately described.
 - 1.12.2.** Bidders must have the ability to work within the security, regulatory and internal policy requirement needs of various UNMH facilities.
 - 1.12.3.** The Bidder agrees that the goods and/or services furnished under this invitation shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to UNMH and are in addition to and do not limit any rights afforded to UNMH by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability. Bidders must be authorized to sell/resell the products and services being proposed. The products and services must be available for warranty without any required re-certification from another party.
 - 1.12.4.** Bidder shall guarantee the products and services offered will meet or exceed specifications identified in this IFB. All items shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the IFB.
 - 1.12.5.** Bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. Bidder further guarantees that if the items furnished hereunder are to be installed by the Bidder, such items will function properly with installation.
 - 1.12.6.** Bidders guarantees that all federal, state and local applicable laws have been complied with relation to construction, packaging, labeling and registration.
 - 1.12.7.** Bidder should have an extensive knowledge of the company's product roadmap, and understanding of industry best products and practices
 - 1.12.8.** If services are required, bidder must perform all work compliant with applicable industry standards and recommended practices.
- 1.13. Early Payment Discounts.** While the IFB payment terms call for NET 30, is your company willing to extend early payment discount terms i.e. .05/15 Net 30, 1/15 Net 30, or 2/10 Net 30. If so, what would be your early payment terms?
- 1.13.1.** The early payment discounts shall not be considered in evaluating cost.
 - 1.13.2.** For the early payment discount, the discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the UNMH Accounts Payable Department. If testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

- 1.14. Residential Preference.** A resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Authorized Signature form (**Exhibit A**) and attached your certificate to your response.
- 1.15. Information Security Plan.** Bidder(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH's computing devices-assets including export/import files, custom files or etc. without completing an IT Security Plan which must be approved by UNMH's IT division.
- 1.16. Veterans Preference.** In accordance with sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:
- 1.16.1.** Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and bid responses.
 - 1.16.2.** Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and bid responses.
 - 1.16.3.** Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and bid responses.
 - 1.16.4.** This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.
 - 1.16.5.** Points will be awarded based on Bidders ability to provide a copy of a current Resident Veterans Certificate (Exhibit E)
 - 1.16.6.** In addition, the Resident Veterans Preference Certification Form must accompany any IFB and any business wishing to receive a resident veteran's preference must complete and sign the form.
 - 1.16.7.** IFB's are to be evaluated on preference as follows:
 - 1.16.7.1.** Resident business and resident veterans business shall receive a preference award. A ten percent (10%) must be added for resident preference award and eight percent (8%) for veterans business.
 - 1.16.7.2.** The attached "Resident Veteran Preference Certification Form (**Exhibit E**) must be filled out, signed and included with the Bidder's response from any business wishing to receive a veteran's preference.
- 1.1.7 SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit B**.
- 1.1.8 CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit C**.

1.1.9 INSURANCE REQUIREMENTS: The Offeror is required to carry insurance, meeting the requirements in the Section labeled “Insurance Requirements” or as noted in the specifications (**Exhibit D**). Offeror must 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. This Request for Proposal Number must appear on the Certificate of Insurance.

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SECTION II.
ADDITIONAL INSTRUCTIONS TO BIDDERS

- 2.1 Alternate Offers.** Alternate offers will be accepted and considered provided they meet all specifications of this IFB. Specifications in this invitation are not meant to be restrictive, but descriptive. If a brand name is used, it is only intended to establish the quality of the goods and/or services requested. The University of New Mexico Hospital reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Bidder's responsibility to provide, as part of the offer, product numbers, descriptions, 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 IFB.
- 2.2 Award Information.** Award information will be posted electronically on the UNMH web site <http://hospitals.unm.edu/about/bids.shtml>
- 2.3 Cancellation.** The UNMH reserves the right to cancel without penalty, this IFB, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 2.4 Cash Discounts.** The UNMH will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 2.5 Clarifications.** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Procurement Specialists stated on the cover sheet of this IFB. Clarifications must be in writing and submitted as an addendum to be considered and relied upon as a part of this IFB solicitation.
- 2.6 Copies of Offer.** Submit the number of hard copies and flash drive of your bid as stated on the cover sheet along with all supporting documents.
- 2.7 Late Submissions.** Late submissions of bids will not be accepted or considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the bid is the only bid received. Late submissions will be returned unopened.
- 2.8 Modifications.** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the bid may be requested by the Procurement Specialists following the opening.
- 2.9 Bidder Clarification.** The Bidder should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the bid being deemed non-responsive.

- 2.10 Period for Offer Acceptance.** Bidder agrees that any offer made submitted will be good for a period of ninety (90)-calendar days; an additional time period may be requested in the IFB Scope of Work.
- 2.11 Consideration of Bids:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.
- 2.12 Rejection of bids.** The University reserves the right to make an award based on the specifications contained herein, to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of the University.
- 2.13 Submissions of Drawings/Literature.** The submission of samples, drawings and literature to be used in the evaluation of the bid, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the UNMH. Returns shall only be made at the bidders request and expense.
- 2.14 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 IFB evaluation. A non-taxable transaction certificate is available on the UNMH Purchasing Department web site: <http://www.UNMH.edu/~purch/>.
- 2.15 Withdrawal of Bids.** Bids may be withdrawn by written notice, electronically or in person by a Bidder or an authorized representative at any time prior to the submittal due date and time. Bidders requiring bid security will result in forfeiture of the bid security if the bid is withdrawn following the opening.
- 2.16 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 bid a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department and list Resident preference number on **Exhibit A** *In addition, the attached “Resident Veteran Preference Certification” form (Exhibit E) must filled out, signed and accompany any IFB from any business wishing to receive a resident veteran’s preference.*

SECTION III STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Invitation for Bid (IFB). The terms, conditions and specifications contained in this IFB along with any attachments and the Bidders response may be incorporated into any Agreement issued as a result of this IFB , including any addenda. . Any provisions in any bid, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this IFB or the resultant contract will be ineffective and inapplicable. General References to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the UNMH and will result in disqualification of the Bidder's bid.

UNMH reserves the right to reject a bid on the basis the compromising language cannot be accepted by UNMH. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNMH and the successful Bidder and shall not be deemed an opportunity to amend the Bidder's bid response. Should the bidder object to any of the UNMH Terms and Conditions, as stipulated throughout this IFB, that Bidder must propose specific alternative language. The UNMH may or may not accept the alternative language

- 3.1 Acceptance and Rejection.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the UNMH is entitled to revoke acceptance of them the UNMH may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at UNMH'S option. Contractor shall reimburse the UNMH for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Contractor 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.
- 3.2 Appropriation.** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Contractor's receipt of written notice of termination from the UNMH.
- 3.3 Assignment.** Any resultant Agreement may be assignable by the UNMH. Except as to any payment due hereunder, any resultant Agreement shall not be assignable by Contractor without written approval from the UNMH.
- 3.4 Award** -The UNMH reserves the right to make an award to the lowest responsible bidder who meets the minimum specifications of this IFB.
- 3.5 Brand Name or Equal.** If a brand name is indicated, 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.

- 3.6 Cancellation.** The UNMH reserves the right to cancel without penalty, this IFB , any resultant Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 3.7 Cash Discounts.** The UNMH will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 3.8 Conflict of Interest.** Contractor shall disclose to the UNMH's Purchasing Department the name(s) of any UNMH employee or member of the Board of Regents who has a direct or indirect financial interest in the Contractor or in the proposed transaction. A UNMH employee (or Regent) has a direct or indirect financial interest in the Contractor 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 Contractor (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Contractor, is a partner, officer, director, trustee or consultant to the Contractor, has received grant, travel, honoraria or other similar support from the Contractor, or has a right to receive royalties from the Contractor. Contractor shall file a Conflict of interest Disclosure form with the UNMH Purchasing Department.
- 3.9 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
- 3.10 Public Disclosure:** Bids are opened publicly and all materials submitted in response to this IFB become a matter of public record and shall be regarded as public record.
- 3.11 Discounts.** If prompt payment discounts apply to any resultant 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 UNMH'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.
- 3.12 **ECCN Reporting Requirement.** Contractor acknowledges that providing goods and services under any resultant 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"). Contractor agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Contractor shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to UNMH without prior written notice. In the event that UNMH agrees to receive such export-controlled information, equipment or materials, Contractor shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation [to: ECCN@UNM.EDU](mailto:ECCN@UNM.EDU)
- 3.13 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 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.

3.14 Equal Opportunity and Affirmative Action. In performing or providing the services and goods required under a resultant 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.

3.15 General Terms and Conditions. UNMH's General Terms and Conditions are an equal and integral part of this request. All terms and conditions of this request will remain unchanged for the duration of the contract and will supersede and take precedence over any Contractor's agreement forms. Contractor must include a detailed description regarding any exceptions to the terms and conditions of this IFB . If exceptions or deviations are not clearly stated, it is understood that the terms and conditions of this bid shall govern.

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

3.16 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 UNMH's designated campus address.

3.17 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.*

3.18 Governing Law. All resultant Purchase Agreements shall be governed by the laws of the State of New Mexico.

3.19 Health Insurance Portability and Accountability Act (HIPAA). . . To the extent individually identifiable health information (commonly referred to as "Protected Health Information" or "PHI") is used or disclosed in connection with the Products provided under this Agreement, the Parties agree that such use and disclosure shall be in accordance with all applicable state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" and its implementing regulations (45 C.F.R. Parts 160-164).

3.20 Liability. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The liability of UNMH will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA

1978, as amended.

- 3.21 Indemnification.** Notwithstanding the foregoing, Contractor will indemnify and hold harmless UNMH, its Regents, officers, agents and employees (together, “UNMH’s Indemnities”) from any claims for losses, costs, damages, expenses or liability by reason of bodily injury (including death) or property damage, to the extent such damages are determined by a court of competent jurisdiction in a proceeding to which Contractor is a party to result from Contractor’s negligent act or omission, except to the extent of UNMH Indemnities’ negligence.
- 3.22 Insurance.** If the products provided under this Agreement will be delivered on or in UNMH facilities or property, Contractor will procure and maintain, at its own expense, (1) general liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million aggregate; and (2) vehicle liability insurance coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate and (3) workers’ compensation insurance coverage within statutory limits of the state in which Contractor is located. Contractor may fulfill its insurance requirements through self-insurance.
- 3.23 Independent Business.** Neither Contractor nor any of its agents shall be treated as an employee of the UNMH for any purpose whatsoever. Contractor declares that Contractor 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 Agreement. Contractor further declares that it is engaged in the same or similar activities for other clients and that the UNMH is not Contractor's sole or only client or customer.
- 3.24 Inspection.** The UNMH may inspect, at any reasonable time, any part of Contractor's plant or place of business, which is related to performance of any resultant 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.
- 3.25 Instrumentalities:** If applicable, Contractor shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Agreement or its attachments.
- 3.26 Late Submissions.** Late submissions of offers will not be accepted or considered unless it is determined by the UNMH that the late receipt was due solely to mishandling by the UNMH or the offer is the only offer received. Late submissions will be returned unopened.
- 3.27 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.
- 3.28 New Materials Required.** All materials and equipment delivered and/or installed under this IFB shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or

equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMH's authorized representative.

- 3.29 Notices.** Any notice required to be given or which may be given under this IFB shall be in writing and delivered in person or via first class mail.

UNMH Address

The UNMH of New Mexico Hospitals
Purchasing Department
933 Bradbury Dr. Se Suite 3165
Albuquerque, NM 87106

- 3.30 Option to Renew.** If applicable, UNMH reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMH. These renewal options will be exercised in increments as indicated in the IFB 's specifications, or if not stated, in one-year terms up to the term allowable pursuant to 13-1-150 NMSA 1978..

- 3.31 Other Applicable Laws.** Any provision required to be included in a resultant Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

- 3.32 OSHA Regulations.** The Contractor 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 IFB . The Contractor shall defend, indemnify, and hold UNMH free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

- 3.35 Ownership of Documents.** All documents which are prepared by the Contractor or any member of the consulting team that form a part of its services under a resultant Agreement are the sole property of the UNMH and such works may not be reproduced nor distributed without the express written consent of the UNMH and shall be delivered to UNMH upon termination and or completion of this Agreement if UNMH so requests. The Bidder shall be responsible for the protection and/or replacement of any original documents in its possession. UNMH shall receive all original drawings and the Bidder shall retain a reproducible copy.

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

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

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

- 3.36 Packaging.** Packaging of material shall meet the minimum specifications indicated under Packaging Specification. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Contractor's expense.
- 3.37 **Patent and Copyright Indemnity.** Contractor shall indemnify, defend and hold harmless the UNMH against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
- 3.38 Payments for Purchasing.** No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNMH using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
- 3.39 Payment Terms.** Upon written request from Contractor for payment, the UNMH 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 will be subject to maximum required by state law.
- 3.40 Payroll or Employment Taxes.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the UNMH with respect to payments to Contractor or on behalf of Contractor, its agents or employees. Contractor 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 Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (Social Security) tax, to be paid by Contractor according to law.
- 3.41 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.

- 3.42 Period for Offer Acceptance.** Contractor agrees that any offer made submitted will be good for a minimum period of 365 calendar days.
- 3.43 Agreement.** Any resultant Agreement shall be the sole and entire Agreement between the parties; any documents incorporated into the Agreement are listed explicitly on the front side of the Agreement, or are incorporated by implication by the terms of any resultant Agreement. Any terms inconsistent with or in addition to any resultant Agreement proposed by Contractor are deemed rejected unless agreed to in writing by an appropriate UNMH official.
- 3.44 Relationship of Parties.** The parties and their respective employees are at all times acting as independent Contractors. Contractor will not be considered an employee of UNMH for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
- 3.45 Release UNMH Regents.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, 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 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.
- 3.46 Request as Agreement:** This Request for Bid governs any offer and the selection process. Submission of an offer in response to this Request for Bid constitutes acceptance of all this Request's terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMH.
- 3.47 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 UNMH, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.
- 3.48 Right to Protest.** The solicitation of the award of an IFB /Invitation for Bid (IFB) may be protested as per the UNMH Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMH web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
- 3.49 Right to Waive Minor Irregularities.** It is understood that the UNMH reserves the right to reject any or all bids and to waive any minor technical irregularities in the bidding.
- 3.50 Contractor's Employees and Agents.** Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified work. The Contractor, its agents and employees state that they are independent contractors and not employees of the UNMH. Contractor, its agents and employees shall not accrue leave, retirement, insurance,

bonding or any other benefit afforded to employees of the UNMH as a result of any resultant Agreement.

3.51 Site Familiarity. If there is work associated with the requirements of this IFB , the Contractor shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Contractor 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 Contractor 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.

3.52 Site Inspection. If a site is referenced in this IFB , it is available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

3.53 State and Local Ordinances. The Contractor 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.

3.54 Termination and Delays. The University of New Mexico Hospital may by written notice stating the extent and effective date, terminate any resultant Agreement for convenience in whole or in part, at any time. The University of New Mexico Hospital shall pay Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion, as approved by the UNMH, and shall in no event exceed the total contracted price. The University Hospital shall not be liable for consequential damages. The University of New Mexico Hospital may by written notice terminate any resultant Agreement in whole or in part for Contractor's default if Contractor refuses or fails to comply with the provisions of a resultant Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University of New Mexico Hospital may otherwise secure the materials, supplies or services ordered, and Contractor shall be liable for damages suffered by the University of New Mexico Hospital thereby, including incidental and consequential damages. If after notice of termination, the University of New Mexico Hospital determines Contractor was not in default, or if Contractor's default is due to failure of the University of New Mexico Hospital, termination shall be deemed for the convenience of the University Hospital. The rights and remedies of the University of New Mexico Hospital 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 Agreement as used in this paragraph, the word "Contractor" includes Contractor and, if applicable, Contractor's sub-suppliers at any tier.

3.55 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.

3.56 Title and delivery. Title to the materials and supplies passed hereunder shall pass to the UNMH upon acceptance at the FOB point specified, subject to the right of the UNMH to reject. For any exception to the delivery date specified, Contractor shall give prior notification and obtain approval thereto from the UNMH'S Purchasing Department. Time is of the essence and the Agreement is subject to termination for failure to deliver on time.

3.57 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.

3.58 Warranties. Contractor warrants the goods and/or services furnished to be exactly as specified in any resultant Agreement, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. All applicable UCC warranties express and implied are incorporated herein.

3.59 Workers Compensation. No workers compensation insurance has been or will be obtained by UNMH on account of Contractor or its employees or agents. Contractor shall comply with the workers compensation laws with respect to Contractor and Contractor's employees and agents.

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**SECTION IV
COST PROPOSAL**

Must be “equal to or better than” Mayfield Infinity Doro QR 3 System”. System must have full 360 deg positioning ability and shall include the following:

- 8 Adult Skull Clamps
- 8 Base Units
- 2 Pediatric Skull Clamps
- 2 Radiolucent Skull Clamps
- 5 Horseshoes
- 2 Extra Bed Attachments

Price Quote:

Qty	Product Number	Description	Price
8		Adult Skull Clamps	
8		Base Units	
2		Pediatric Skull Clamps	
2		Radiolucent Skull Clamps	
5		Horseshoes	
2		Extra Bed Attachments	
		Total System Price	

**SECTION V
ORGANIZATION OF BID RESPONSE**

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

5.1 Bidders are to organize response in the order as stated in this section. To this end, the organization of your bid response shall *be clearly labeled and numbered and indexed as follows*:

- 5.1.1 Table of Contents
- 5.1.2 Signed Authorized Signature Page (Exhibit A)
- 5.1.3 Cost Proposal (Section IV)
- 5.1.4 Small & Small Disadvantaged Business Certification (Exhibit B)
- 5.1.7 Insurance Requirements (Exhibit D)
- 5.1.8 Resident Veterans Certificate (Exhibit E)
- 5.1.9 Certification and Disclosure regarding Payments to Influence certain Federal Transactions(Exhibit F)
- 5.1.10 Other Supporting Material (If applicable)

5.2 Submittals should completely address each of the evaluation criteria in the order presented, elaborating on all responses where possible, and should not exceed 60 single sided, 8 1/2 x 11 inch paper (excluding exhibits, samples, or other attachments in a font not smaller than 10). Number each page 1 of ___ total pages and include your firms' name. The original copy shall be clearly marked as such on the front of the binder.

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EXHIBIT A

AUTHORIZED SIGNATURE PAGE

THE FOLLOWING BIDDER 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 _____ Addenda No. _____ Dated _____

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

- Resident Business: Pref. Number _____
- Resident Manufacturer: Pref. Number _____
- Resident Bidder: Pref. Number _____
- New York state business enterprise: Yes _____ No _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this IFB with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder 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 IFB 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 B

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 Contractors and Bidders 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 Bidder 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

1 THANK YOU FOR YOUR COOPERATION

Signature and Title of Individual Completing Form:

Date _____

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

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

EXHIBIT C

THE UNIVERSITY OF NEW MEXICO HOSPITALS CONTRACTOR 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 Bidder or in the proposed transaction. Bidder 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. Bidder did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Bidder is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Bidder, 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 Bidder; (2) has an ownership interest in the Bidder (other than as an owner of less than 1% of Bidder's stock, if Bidder is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Bidder; (4) has received grant, travel, honoraria or other similar support from Bidder; or (5) has a right to receive royalties from the Bidder.

DEBARMENT/SUSPENSION STATUS

The Bidder 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 Bidder 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 Bidder named and that the information contained in this document is true and accurate to the best of their knowledge.

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

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

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

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The Bidder, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989:
1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Bidder 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 Bidder named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/zip: _____

EXHIBIT D**INSURANCE REQUIREMENTS****CERTIFICATES OF INSURANCE:**

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

BIDDER'S PUBLIC LIABILITY INSURANCE

The Bidder 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.

BIDDER'S VEHICLE LIABILITY INSURANCE:

The Bidder 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

SUBBIDDER'S AND SUB BIDDER'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Bidder shall either:

1. Require each subBidder or sub Bidder 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 subBidders of sub subBidders in the Bidder'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 Bidder 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 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 bid. 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 bid. 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

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 Bidder, 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 Bidder shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.1.1 CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/Zip: _____