.

1. ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATERTHAN

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal.

2. UNMH FP.

Please read carefully the instructions, specifications, and Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and disqualified. New Mexico civil and criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

3. The UNMH

- 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

- 1.8.1 UNMH shall have the right at any time after Proposal submission, to seek darification from UNMH
- is not obliged to seek darification of any aspect of a Proposal.

 1.8.2 Any darifications sought shall not be an opportunity to either correct errors or to change

the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by UNMH from an Offeror in response to a request for clarification from UNMH roposal.

UNMH shall have the right to:

1.9.1 Verify any Offeror statement or claim by whatever means the UNMH deems appropriate,

2.2.1 All proposals must be submitted as follows:

- a. Hard copies should be printed 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 Times New Roman, type size 12-point or comparable font.
- d. Each Proposal should be placed within a 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 dearly marked. Promotional material should be minimal. The proposal should be ______ in the following format and must contain, at a minimum, all listed items in the sequence indicated.

A. Table of Contents

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) must be completed, signed and delivered with your proposal.

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

AUTHORIZED SIGNATURE PAGE and submit the Authorized Signature Page attached hereto as

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

CONFLICT OF INTEREST CERTIFICATION FORM: Review and submit Conflict of Interest Certification Form attached hereto as

INSURANCE REQUIRMENTS The Offeror should provide proof of insurance coverage, meeting the pecifications (). Offeror should their response and prior to commencing work under the resulting contract. insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. The Offeror must provide proof of insurance coverage acceptable to UNMH, in its sole discretion, prior to award of an Agreement.

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.

INFORMATION SECURITY PLAN Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH -assets including export/import files, custom files or etc. without prior approval from UNMH . The successful Awardee may be required to complete the UNMHs Information Security Plan Information and submit it to UNMH . Failure to complete form upon UNMH eing considered as non-responsive and/or termination of agreement.

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.

The University of New Mexico Hospitals (CLIENT) is seeking proposals to provide Vegetarian Options to the cafeteria at UNMH.

CLIENT is seeking a vendor(s) who will provide customer service and assistance with the implementation of the program as well as the ongoing service throughout the duration of the agreement.

As a result of this RFP, CLIENT fully expe

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

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

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible. UNMH reserves the right to judge the presentation of the Offerors submitting proposals in the evaluation and selection of the successful proposal.

of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:

i.

- 1. Company name
- 2. Address:
- 3. Phone Fax:
- 4. E-mail:
- 5. Internet address:
- 6. Provide names and titles of company principals.
- 7. When was your company founded?
- 8. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
- 9. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

ii.

- 1. Attach and describe your organizational/staffing structure.
- 2. How specifically will your personnel interact with UNMH processes?

iii.

iv.

- 1. Provide a brief narrative of history of the company and leadership structure of the company, proven experience, capabilities and resources, at both organizational and individuals levels as a provider of cost segregation work.
- on/licensure? What current certifications does your employees currently possess? Does your organization require all auditors to be certified or licensed? If yes, please describe those credentials.
- 3. How do you ensure successful partnerships with your clients? What will your expectations be of UNMH relationship?
- 4. Describe how you ensure regulatory compliance within all of your functions?
- 5. Please indicate where the work will be performed (e.g. city, state, and country).
- 6. What unique capabilities and client experiences differentiate you from your competitors?
- 7. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

8.

	(NAME OF CONTRACTOR) herby certifies the following in regard to application or
Please o	theck one only:
31 is les	I declare under penalty of perjury that my business prior year revenue starting January 1 ending Decembers than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowing giving misleading information about this fact constitutes a crime.
31 is mo	I declare under penalty of perjury that my business prior year revenue starting January 1 ending December ore than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand owing giving false or misleading information about this fact constitutes a crime.
31 is mo	I declare under penalty of perjury that my business prior year revenue starting January 1 ending December ore than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowing alse or misleading information about this fact constitutes a crime.
	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:
	Resident Veteran Business Preference/resident Veteran Contractor Preference under Section 13-1-21 or G()-945 9.882

EXHIBIT E

PqWeg<"Kp"ceeqtf cpeg"y kj "WUUE0'867*f-0"cp{"r gtuqp"y j q"o kutgr tgugpvu"c"hkro α u"r tqr gt "size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

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

EXHIBIT F THE UNIVERSITY OF NEW MEXICO HOSPITALS SUPPLIER CONFLICT OF INTEREST AND

EXHIBIT G INSURANCE REQUIREMENTS

<u>CERTIFICATES OF INSURANCE:</u> 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. õVj g"Tgi gpwl"qh" yi g" Wpkxgtukx{" Of New Mexico Hospitals, the University Of New Mexico J qur kenı "kwl'ci gpwl"ugtxcpwl'cpf "go r m{gg"ctg"j gnf "cu'cf f kkqpcn"kpuwtgf (6)
- 2. õVj g"kpuwtcpeg"eqxgtci g"egt khkgf "j gtgkp"uj cm'pqv'dg"ecpegrgf "qt"o cvgrially changed except after hqtv{ 'hkxg'*67+'f c{u'y tkwgp'pqvkeg'j cu'dggp'r tqxkf gf "vq'vj g"qy pgt05

COMPENSATION INSURANCE:

Vj g"Qhhgtqt"uj cmi'r tqewtg"cpf "uj cmi'o ckpvckp"f wtkpi "vj g"rkhg"qhl'vj ku"eqpvtcev'Y qtmgtøu"Eqo r gpucvkqp"cu" required by applicable State lay "hqt"cmi'Qhhgtqtøu"go r m{ggu'vq"dg"gpi ci gf "cv'vj g"uksg"qhl'vj g"r tqlgev'wpf gt" this project and in case of any such work sublet the Offeror shall require the subOfferor or sub subOfferor uko krctn{"vq"r tqxkf g"Y qtmgtøu"Eqo r gpucvkqp"Kpuwtcpeg'hqt"cmi'vj g'uwdQhhgtqtøu'qt"uwd'uwdQhhgtqtøu'Y qtmgtu" y j kej "ctg"eqxgtgf "wpf gt"vj g"Qhhgtqtøu'Y qtmgtøu'Eqo r gpucvkqp"Kpuwtcpeg0"Kp"ecug"cp{"ercuu"qh'go r mq{gg" gpi ci gf "kp"y qtmi'qp"vj g"r tqlgev'wpf gt "vj ku"eqpvtcev'ku"pqv'r tqvgevgf "wpf gt"c"Y qtmgtøu'Eqo r gpucvkqp"Uvcwu " the Offeror sj cmi'r tqxkf g" cpf "uj cmi' ecwug" gcej "uwdQhhgtqt" qt" uwd" uwdQhhgtqt" vq" r tqxkf g" Go r mq{gtøu' insurance in any amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

Vj g"Qhhgtqt"uj cm'o ckpvckp"rkcdkrk{ "kpuwtcpeg"eqxgtci g"õgs wcn'vq"yj g"o czko wo "rkcdkrkv{ "co qwpwu'ugv'hqtyj " in the New Mexico Tort Claims Act Section 41-4-

EXHIBIT H

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

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

CERTIFICATION

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

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

EXHIBIT I STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The use ou "eqpf kkqpu"cpf "ur gekkeckqpu"eqpuckpgf "kp" y ku"THR"cmpi "y ky "cp{"cwcej o gpw"cpf "vj g"Qhhgtqtuøtgur qpug"o c{" be incorporated into any Purchase Order/ Agreement issued as a result of this RFP, including any addenda. UNMH

- University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order/Agreement as changed hereunder.
- 9. CASH DISCOUNTS. The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 10. ENGCP "WRO" KV ku" yi g"Ugngtøu" tgur qpukdktkv{ "yi cv" yi g"lqd" uksg"dg" ngr v'ergcp" cpf "lt gg"qh" twddng" y j krg" y qtm'ku" performed under this contract. Upon completion of work, all areas shall be cleared of all eqpvtcevqtuø equipment, excess materials, and rubble.
- 11. CONFLICT OF INTEREST. Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict-of-interest Disclosure form with the University Purchasing Department.
- 12. COOPERATION AND DISPUTE RESO12 792 reW* n83k

- 45. **PATENT AND COPYRIGHT INDEMNITY. Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
- 46. PAYMENTS FOR PURCHASING. No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNMH using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
- 47. PAYMENT TERMS. Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be 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 UNMH.

- 62. UGNNGT øU'GO RNQ[GGU'CP F "CI GP VUO""Ugngt "uj cm" j cxg" complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of any resultant Purchase Order/Agreement.
- 63. SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done

EXHIBIT J COST PROPOSAL

- 1. Total Project Cost ó In this Exhibit J, provide pricing details below to meet full compliance of scope and requirements as defined in this RFP. This shall include everything necessary to complete the scope of work. The Offeror should provide separately in this exhibit, cost on all required services and any additional costs such as travel, mailings, reproduction costs, etc.
- **2. Prices** 6 All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP and must be based upon percent (%) discount off your current Published List Price.
- 3. A description of additional charges for any extra services including a not to exceed amount.
- 4. Prices shall remain firm throughout the initial contract year whichever is longer. Price increases will