
EXHIBIT E

Part of the "Small Business Act" 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**

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

1. ðVj g" Tgi gpw" qh" vj g" Wpkxgtukv" Of New Mexico Hospitals, the University Of New Mexico J qu r kcu. "ku"ci gpw. "ugt xcpw"cpf "go r m{ gg"ctg"j grf "cu"cf f kkpncn"kwpgf 0
2. ðVj g" kwpcpeg"eqxgtci g"egt vkgf "j gtgk"uj cm"pqv"dg"ecpegf "qt"o cvrially changed except after hqtv{ "hxg"*67+"f c{ u'y tkwgp"pqveg"j cu"dgpp"r tqxkf gf "v"vj g"qy pgt0

COMPENSATION INSURANCE:

Vj g"Qhgtqt"uj cm"r tqewt"cpf "uj cm"o clpvclp" f wtkpi "vj g" rkg"qh"vj ku"eqptcev"Y qtngt0"Ego r gpucvkp"cu" required by applicable State lay "hqt"cm"Qhgtqt0"go r m{ ggu"vq"dg" gpi ci gf "cv"vj g"ukg"qh"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 kctn{ "vq"t tqxkf g"Y qtngt0"Ego r gpucvkp" kwpcpeg" hqt"cm"vj g" uwdQhgtqt0"qt" uwd" uwdQhgtqt0"Y qtngtu" y j lej "ctg"eqxgtgf "wpf gt"vj g"Qhgtqt0"Y qtngt0"Ego r gpucvkp" kwpcpeg0" k"ecug"cp{ "encuu"qh"go r m{ gg" gpi ci gf "k"y qtnlqp"vj g"r tqlgev"wpf gt"vj ku"eqptcev"ku"pqv"r tqvgev"wpf gt" c"Y qtngt0"Ego r gpucvkp"Ucwwu." the Offeror sj cm"r tqxkf g"cpf "uj cm"ecwug" gcej " uwdQhgtqt" qt" uwd" uwdQhgtqt" vq"r tqxkf g" Go r m{ gt0" insurance in any amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

Vj g"Qhgtqt"uj cm"o clpvclp" rkdckv{ "kwpcpeg"eqxgtci g"0gs wcn"vq"vj g"o czko wo "rkdckv{ "co qwpw"ugv" hqtj " 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 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

EXHIBIT I
STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The following General Terms and Conditions shall 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 "WR0"K'ku"y g"Ugmta"tgur qpukdkv{ "y cv'y g"lqd"ukg"dg"nrv"engcp"cpf "tgg"qh"twddng"y j kg"y qtm'ku" performed under this contract. Upon completion of work, all areas shall be cleared of all eqptcevtuø'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. UGNNGTøU"GO RNQ[GGU"CP F "CI GP VU0"Ugrngt "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** ó 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

