

# **RFP P461-22 FLEXIBLE SPENDING ACCOUNT ADMINISTRATION (FSSA)**

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**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR ITS PUBLIC OPERATION  
KNOWN AS UNM HEALTH SCIENCES CENTER, SPECIFICALLY,  
UNM HOSPITALS ( UNMH ).**

**PURCHASING DEPARTMENT  
933 Bradbury Dr. SE, Suite 3165  
ALBUQUERQUE, NM 87106**

**ISSUANCE DATE: May 18, 2022**

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**1. Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND  
EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS  
COVER PAGE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON  
June 15, 2022.**

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confidential portion of the proposal. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

If you identify any portions of our proposal as confidential or as a trade secret, you agree, by submitting your proposal, that UNMH’s sole obligation in connection with an IPRA request relating to your proposal is to provide you with notice of the IPRA request so that you may seek relief as you may deem



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were present with respect to this RFP; or hold any staff of UNMH liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

## 1.5 Clarification and Questions

### 1.5.1 Submission. Offerors may request clarification of this RFP by:

1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist.

1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address.

1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and

1.5.1.4 **Submitting all requests for clarification no later than 2:00 PM MST/MDT, May 25, 2022.**

1.5.2 Questions and Answers. The UNMH will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section(s) 1.5.1 and 1.6. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda. In answering the Offeror's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Offeror. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

**1.6 Issued Addenda.** Each Offeror shall be responsible for verifying before submitting its Proposal

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## SECTION II. PROPOSAL COPIES AND FORMAT

### 2.1 Number of Responses and Copies

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

2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP P461-22 Flexible Spending Account Administration**

2.1.2 **Proposal - One (1) ORIGINAL, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPY shall be in separate labeled binders. The proposal can NOT be emailed.**

2.1.3 **Electronic Copies - The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,). The electronic version can NOT be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern. Please ensure password is submitted with electronic version.**

Any proposal that does not adhere to the requirements of this Section and **Section 2.2 Response Format and Organization**, may be deemed non-responsive and rejected on 11/13/2022. 11/13/2022 10:00 AM /P <</MCID 8>> B

### 2.2 Proposal Format

2.2.1 All proposals SHOULD be submitted as follows:

- a. **Hard copies SHOULD be 3 copies on standard 8 1/2 x 11 inch paper**  
(larger paper is permissible)

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D. Exhibits

1.

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## SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS NM PREFERENCES.

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

**2.1.1 New Mexico Business Preference.** If the Offeror has provided their Preference Certificate, the Preference Points for a New Mexico Business shall be applied in accordance with the New Mexico Procurement Code.

**2.1.2 New Mexico Resident Veterans Business Preference** If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point will be granted as listed in New Mexico Procurement Code.

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

**2.2 AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as **Exhi**



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**2.8 TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.

**2.9 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit H**.

**2.10 RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.

**2.11**

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## **EXHIBIT A SCOPE OF WORK**

- a. To provide comprehensive, dynamic, and streamlined solution to help manage and promote a tax favored flexible spending account (FSA) and dependent care account (DCA) for the employees at the University of New Mexico.
- b. To assure effective steps have been taken to ensure compliance with Section 125.
- c. Utilize technology and debit cards where appropriate to make the claim submission process as easy as possible for employees.
- d. Establish an effective communication strategy to promote your solution.
- e. Support UNM Hospital with the reconciliation, banking, and compliance support to maintain the program.

UNMH is committed to providing the best possible support for UNM Hospital employees. (o st)6(he e)-2(m)17(pl)-4(oy)11(ee)-2(s a)-3(t)6( t)-4(h)11(e )JTJETQq0.0F5m



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## **Evaluation Criteria Exhibit B**

**Evaluation Criteria** Experience of firm – 25 points

- A. Provide a brief description of your firm, including history, length of time in business, organizational structure, names of principals, location of headquarters and other offices, number and location of employees, number of years in business, and types of services.

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C	Proposed Plan and Approach	30	Points Possible
D	Cost	15	Points Possible
TOTAL		100	Points Possible

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**EXHIBIT C  
RESIDENT VETERANS PREFERENCE CERTIFICATION**

**CHECK IF N/A** \_\_\_\_\_

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:  
Please check one only:

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

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

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

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## **EXHIBIT D AUTHORIZED SIGNATURE PAGE**

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

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

### **ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

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## **EXHIBIT E SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION**

**CHECK IF N/A**\_\_\_\_\_

The University of New Mexico Hospitals participates in the Govern



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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

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**EXHIBIT F**

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## **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. "The Regents of the University Of New Mexico Hospitals, the University Of New Mexico Hospitals, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

### **COMPENSATION INSURANCE:**

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

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The Offeror shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total maximum of \$1,250,000 per occurrence.

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The Offeror shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury \$750,000 Each Occurrence  
Property Damage \$200,000 Each Occurrence

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The Offeror shall either:

1. Require each sub-Offeree or sub-Offeree 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 sub-Offerees of sub sub-Offerees in the Offeror's Policy as required under this Article.

### **GENERAL:**



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

Any proposed changes to the terms and conditions attached to this RFP must be stated in Offerors' proposal in a Section marked "TERMS AND CONDITIONS". Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by UNMH at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract will be ineffective and inapplicable.

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

1. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.
2. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of t 0 0 1 69.0Brand used to identify the quality of t 0 0 1 69.0goods and/or services requested. The University reserves the right to make the final determination as to whether or not an

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8. **CHANGES.** The University may make changes within the general scope of any resultant Purchase Order/Agreement by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the 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. **CLEAN UP.** It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all contractors' equipment excess materials and rubble.
11. **CONFLICT OF INTEREST.** Seller shall disclose to 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 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

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18. \*\*ECCN REPORTING REQUIREMENT. Seller acknowledges that providing goods and services under any

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injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of t



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

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

*Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:* Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase

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writing by UNMH. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.

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contracted price. Such amount will be limited to Seller's actual cost and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance

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## **Exhibit K COST PROPOSAL**

- 1. Total Project Cost** – Please provide pricing details on the table on the next page 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** – 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.**

**Prices shall remain firm throughout the initial contract year whichever is longer. Price increases will be subject to review and approval prior to any subsequent renewal period and upon one hundred eighty (180) days advance written notice. If your company would like UNMH to consider alternative pricing models, please include them in addition to the minimum requirements. Any charges not specifically identified in this section of your response will be considered free of charge.**

**Please use the chart below to provide your pricing for the**





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