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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



## **SECTION II. PROPOSAL COPIES AND FORMAT**

### **2.1 Number of Responses and Copies**

al shall be clearly labeled and numbered and indexed as outlined in **Section 2.2.**

b. Facility Support

D. Exhibits

1. Resident Veterans Certificate (Exhibit C) (If Applicable)
2. Small & Small Disadvantaged Business Certification (Exhibit E)
3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit F)
4. Insurance Requirements (Exhibit G)
5. Certification and Disclosure regarding Payments to Influence certain







9. DISCLOSURE OF PROPOSAL CONTENTS. The proposals will be kept confidential until UNMH awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Managers

t stated, in one-year

terms.

19. GOVERNING LAW. All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
20. RIGHT TO PROTEST. The solicitation of the award of an RFP/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>.
21. STATE AND LOCAL ORDINANCES. The Seller shall perform work under the resultant contract in strict a

28. NEW MATERIALS REQUIRED. All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or

data supplied with the item(s) shall be submitted to UNMH

29. OSHA REGULATIONS. The Seller shall abide by Federal Occupational Safety and Health

Occupational He

38.

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.

39. SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.

40. SITE INSPECTION. The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.





- Transition period,
- Evaluation methodology and metrics, and
- Process for modification and risk mitigation.

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ii. **Company Organization and Staff.**

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

3.

iii. **Management Approach.**

management approach, including, but not limited to:

1. Identification and authority of project manager; project team members; their project work experience, and the amount of time team members have worked together on cost segregation studies.
2. implementation, or will there be changes?

iv. **Company**

**Experience.**

1. history leadership structure,

information for an individual at each client reference who can speak to the team who worked at these reference clients.

**B. TECHNICAL APPROACH (45 Points Possible).** Clearly and in detail explain how your services meets or exceeds the needs and requirements set forth in the SOW and in this RFP. Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if you can meet the specifications, or if the specifications can be met.

8. Provide a full list of deliverables UNM HS will receive as a result of this project and samples of each. Deliverables should include both plan development as well as implementation and include, but are not limited to:
  - a. Outputs from stakeholder engagement, model development process, benchmarking, final model options/recommendations, and analytic efforts.
  - b. Guidance and perspectives on leading practices for funds flow and clinical compensation approaches, models, and lessons learned from prior experiences with large academic health systems.
  - c. Market assessment of technology/software to implement and manage new models for funds flow and/or clinical faculty compensation.
  - d. Road map of implementation and ongoing monitoring of new models of funds flow and clinical faculty compensation.

**C. COST PROPOSAL (25 Points Possible)**

- i. Offerors must complete the Cost Response Form in **EXHIBIT I**. All charges listed on **EXHIBIT I** must be justified and evidence of need documented in the proposal. The Proposal should provide for a fixed fee.

**D. Evaluation Criteria Summary:** The following is a summary of the evaluation factors and the weighted value assigned to each.

<b>A</b>	<b>ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (Exhibit B, Section 1.A above)</b>	30	Points Possible
<b>B</b>	<b>TECHNICAL APPROACH (Exhibit A SOW and Exhibit B, Section 1.B above)</b>	45	Points Possible
<b>C</b>	<b>COST PROPOSAL (Exhibit B, Section 1.E above)</b>	25	Points Possible
	<b><i>TOTAL</i></b>	<b><i>100</i></b>	<b><i>Points Possible</i></b>

**EXHIBIT C**  
**RESIDENT VETERANS PREFERENCE CERTIFICATION**  
**(REQUIRED ONLY IF CLAIMING PREFERENCE)**





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:

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Check All Categories That Apply:

1. Small Business  
 2. Small Disadvantaged Business (**Must be SBA Certified**)  
 3. Woman Owned Small Business  
 4. HUBZone Small Business Concern (**Must be SBA Certified**)  
 5. Veteran Owned Small Business  
 6. Disabled Veteran Owned Small Business  
 7. Historically Black College/University or Minority Institution  
 8. Large Business

Signature and Title of Individual Completing Form: \_\_\_\_\_

Date \_\_\_\_\_

**Please return this form to:**  
The University of New Mexico Hospitals  
Purchasing Department  
MSC01 1240  
Albuquerque, NM 87131  
505-277-2036 (voice)  
505-277-7774 (fax)

**NOTE:**  
This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

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(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](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301.

(Rev. 6/2002)



**EXHIBIT F (SIGN AND RETURN)**

solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 135

**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. Of New Mexico Hospitals, the University Of New Mexico
  
2. forty five (45) days written notice has bee

**COMPENSATION INSURANCE:**

this project and in case of any such work sublet the Offeror shall re4§q4§~HFW under





**EXHIBIT J  
SAMPLE AGREEMENT**

**SERVICES AGREEMENT**

for the acts or omissions of UNMH. 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.

**B. Indemnification.** Notwithstanding the foregoing, Contractor will indemnify and hold harmless UNMH, its Regents, officers, agents and employees 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

except to the extent of . The foregoing indemnification obligation shall specifically include, but not be limited to, the obligations of Contractor as Business Associate, as set forth in the Business Associate Addendum, and any other obligations of Contractor, its agents, employees, subcontractors, assignees, -assignment and/or subcontractor obligations set forth in Section VI.D of this Agreement.

**C. Insurance.** Contractor will procure and maintain, at its own expense, professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the acts or omissions of any individuals who may be performing services under this Agreement.

**D. ~~[delete this provision when not applicable]~~ Cyber Insurance.** Contractor shall maintain in force during the term of this Agreement information technology and cyber errors and omissions liability insurance with a combined single limit of not less than \$10,000,000.00 in the aggregate. Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent infringement and trade secret misappropriation) unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violation of any other applicable law.

UNM Hospitals  
933 Bradbury Dr. SE, Suite 3131  
Albuquerque, NM 87106  
Attn: David Grisham, PhD,  
Manager of IT Security  
E-mail: [dgrisham@salud.unm.edu](mailto:dgrisham@salud.unm.edu)

UNMH reserves the right to review and verify the Self-Assessment Questionnaire and the audit results. If UNMH identifies any deficiencies with either the Self-Assessment Questionnaire or the audit it will notify Contractor within 30 days of such deficiencies. Notice to Contractor will be sent to the address set forth in Attachment A. The parties shall thereafter negotiate in good faith to resolve any such deficiencies related to the foregoing.

## VI. MISCELLANEOUS

- A. Entire Agreement.** This Agreement and the terms and conditions included in the purchase order issued for the services to be provided under this Agreement represent the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement. In the event of any conflict in the provisions of this Agreement and the purchase order, the terms of this Agreement will control. No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- B. Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its conflict of laws provisions.
- C. Relationship of Parties.** The parties and their respective employees are at all times acting as independent contractors. Contractor and its employees will not be considered employees of UNMH for any purpose, including, but not limited 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.









**ATTACHMENT B**  
**BUSINESS ASSOCIATE ADDENDUM**

