

**THE UNIVERSITY OF NEW MEXICO HOSPITALS**

**REQUEST FOR PROPOSALS (RFP)**

**ARMORED CAR SERVICES**



**RFP# P366-17**

**ISSUANCE DATE: APRIL 24, 2017**

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

**RF**

5. **CANCELLATION:** UNMH reserves the right to cancel without penalty, this RFP, the resultant

## **SECTION I. INTRODUCTION**

### **1.1**

### SECTION III. CONDITIONS GOVERNING THE PROCUREMENT

**3.1 Forms and Exhibits.** The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror, shall be completed and signed by a duly authorized signing representative of the Offeror. Proposals 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.

**3.2 Requirements.** For the purposes of the requirements stated in this RFP

3.2.1 “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and

3.2.2 “should”, “could” and “may” indicate that the requirement is discretionary.

**3.3 Notice.** The Offerors are put on notice that from the date of issue of the RFP through any award notification of the Agreement:

3.3.1 Only the Procurement Specialist is authorized by the UNMH to amend or waive the requirements of the RFP pursuant to the terms of this RFP;

3.3.2 Offerors should not contact any 20>> BDC c( )-m[ this RFP;

- 3.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 3.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 3.5.1.4 Submitting all requests for clarification no later than **2:00 PM MST/MDT, May 17, 2017**.

3.5.2 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 3.5.1. 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.

**3.6 Issued Addenda.** Each Offeror shall be responsible for verifying before submitting its Proposal that it has received all addenda that have been issued. All addenda will be posted on the UNMH proposal website visit <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

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

### 3.8

3.8.1 The UNMH shall have the right at any time after Proposal submission, to seek clarification from any Offeror in respect of such Offeror's Proposal, without contacting other Offerors. The UNMH is not obliged to seek clarification of any aspect of a Proposal.

3.8.2 Any clarifications sought shall not be an opportunity to either correct errors or to change the Offeror's Proposal in any substantive manner. In the clarification process, no change in 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 shall be considered part of the Offeror's Proposal.

### 3.9

- 3.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to UNMH verifying such information.

## **SECTION IV. ORGANIZATION OF PROPOSAL**

### **4.1 Number of Responses and Copies**

Offerors shall submit only one (1) proposal in response to this RFP.

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section 4.2. Proposal Format**. Proposals must 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 (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover.

- a. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP P366-17 Armored Car Services**.
- b. **Proposal** - One (1) ORIGINAL, five (5) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
- c. **Electronic Copies** -

- D. Response to Technical Specifications/Evaluation Criteria
  - 1. Mandatory Specifications (Section 6.1)
  - 2. Organizational Experience, quality and stability (Section 6.2)
  - 3. Organizational Reference (Section 6.2.8) (Exhibit G)
  - 4. General Service Qualifications (Section 6.2)
  - 5. Technical Capabilities
  - 6. Price Proposal (Section 6.5) (Exhibit I)
- E. Exhibits
  - 1. Resident Veterans Certificate (Exhibit A)
  - 2. Small & Small Disadvantaged Business Certification (Exhibit C)
  - 3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit D)
  - 4. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910) (Exhibit F)
- F. Offeror's Additional Terms and Conditions (if applicable)
- G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors must address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## SECTION V. SCOPE OF WORK

The Scope of work for the resulting contract(s), which will accommodate up to thirty-eight (38) locations. The successful Contractor shall:

**5.1 Services Required:** Provide armored vehicle services including armed, uniformed personnel, for deposit pickup, bank deposits and security. These personnel must be properly trained in the use and handling of firearms, security procedures, vehicle operation and paperwork handling and must provide courteous, prompt, cooperative, and reliable service. A current listing (updated at least monthly) of authorized pickup personnel, to include photo identification of all personnel performing this service, must be provided to UNM Hospitals upon receiving this award and throughout the term of contract.

**5.2 Daily Courier Services:** The Contractor shall provide daily courier services as described herein at the direction of the UNMH. As part of its performance of these services, the Contractor shall pick up bags ("Bank Bags") for the transport of cash and non-cash deposits. For locations utilizing daily courier service, courier services shall be provided every Business Day, , the Contractor shall perform services pursuant to the schedule set forth herein and, if the Fiscal Agent Bank does not have deposit receiving facilities open, Contractor shall i(d32(t)-4(h)11-44(depo(ent)CID 56>> BDC BT1 0(C1c0n(



## 5.2.2 Additional Agency Same-Day Notice Pick-Up and Delivery Service

[See **Exhibit H**].

- a. **Change of Address/Additional Pick-up Sites:** The UMMH shall notify the Contractor in writing of any change of address at least ten (10) days in advance. The UNMH may add, with same day notice, other sites within the Albuquerque corporate limits for special pickup and delivery within Albuquerque or to the Fiscal Agent Bank in Albuquerque.
- b. **Timely Service; Responsibility for Lost Interest; Limitation on Amounts Transported:** Time is of the essence in performing deposit pick-up and delivery services. The Contractor shall be responsible for any interest income lost to the UNMH for failure to pick up deposits or failure to deliver deposits pursuant to the instructions set forth in this Agreement. However, in no case shall the Contractor transport deposits exceeding the amount for which the Contractor is bonded. Should the Contractor receive deposits exceeding the bonded amounts, the Contractor shall arrange to make multiple deliveries.
- c. **Liability, Indemnification:** In addition to any other obligation or liability the Contractor may bear pursuant to the Agreement, in the event of a loss that requires the reconstruction of checks, instruments, or other documents, the Contractor shall bear the costs and provide all personnel and equipment necessary to so reconstruct; however, UNMH will fill out Contractor-provided forms declaring the contents of each Bank Bag.

## 5.2.3 Additional Services

The UNMH may request additional services to be provided as may be required for additional service locations, training, new services, or enhancement of existing services. Any additional services during the term of this Agreement, shall require prior written approval of by the UNMH.

## 5.2.4 Reports

The Contractor shall furnish such written, telephone and electronic reports as may be requested by the UNMH and which the Contractor is reasonably capable of producing.

## 5.2.5 Errors

All errors occurring in the operation of this Agreement shall be corrected in a timely manner and back value credit gi( )] TJE\$ /P \$Muon /LaN1on r] TJ9>> BDC BT1 0 7(/La)-22902 2(Lia)-31

## **SECTION VI. EVALUATION CRITERIA**

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 on the basis of 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. **Finalist may be invited**

**determined.**

### **6.1 MANDATORY SPECIFICATIONS**

Offerors shall provide a minimum of three (3) references from similar projects performed within the last three years. **Offerors are required to submit Exhibit G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the Procurement Specialist.** It is the Offeror's responsibility to ensure the completed forms are received on or before **May 21, 2017** for inclusion in the evaluation process.

Organizational References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. **The Evaluation Committee may contact any or all business references for validation of information submitted.** Additionally, the

**6.3.3.3** What percentages of your employees have been with your agency for three (3) or more years?

**6.3.3.4** What percentages of your employees have been with your agency less than one (1) year?

**6.3.4 Security**

Points will be awarded based on evaluation of Offeror's ability to ensure that private UNMH financial information and financial assets are safeguarded through prudent practices, policies, procedures, and infrastructure, as well as evaluation of Offeror's armored courier security procedures including specialized deposit bags allowed/required, measures to prevent theft, controls in place related to security of data and electronic records, and server security.

**6.3.5 Disaster Recovery and Weather Impacts**

Points will be awarded based on evaluation of Offeror's disaster recovery procedures, on and offsite disaster recovery plans in the event of a disaster, whether the UNMH's accounts will be affected by any disaster-related disruptions, and the method by which the UNMH would be notified of the implementation of a disaster recovery plan. Points will also be

**6.4.4 Billing Accuracy**

Points will be awarded based on evaluation of Offeror's described internal processes to ensure that UNMH accounts are b

- 7.2. AUTHORIZED SIGNATURE PAGE: Review and submit the Authorized Signature Page attached hereto as **Exhibit B**.
- 7.3. SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM: Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit C**.
- 7.4. CONFLICT OF INTEREST CERTIFICATION FORM: Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit D**.
- 7.5. INSURANCE REQUIRMENTS: The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications (**Exhibit E**). 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.
- 7.6. 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.
- 7.7. INFORMATION SECURITY PLAN. Offeror(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 prior approval from UNMH's IT division. The successful Awardee may be required to complete the UNMHs Information Security Plan Information and submit to UNMH's IT department for approval. Failure to complete form upon UNMH's request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
- 7.8. 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.
- 7.9. 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 F**.
- 7.10. 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.
- 7.11. PERIOD OF CONTRACT. The term of the resultant Price Agreement(s) arising from this proposal may be for a term of eight years (8) as provided for in NMSA 13-1-150 (Multi-Term Contract).
- 7.12. QUANTITIES. UNMH may purchase all, some or none of the elements described in this proposal or Offerors responses. In addition, actual quantities may fluctuate up or down based on UNMH needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.

**7.13. AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.

## **SECTION VIII. STANDARD TERMS AND CONDITIONS**





**8.15. 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 will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of service offered or the cost of services proposed shall not be designated a proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, UNMH shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to preven

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.

- 8.21. EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.
- 8.22. EMPLOYEE CERTIFICATION.** The Offeror and all Offerors' employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
- 8.23. 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 Offeror's agreement forms. Offeror must include a detailed description regarding any exceptions to the terms and conditions of this RFP. If exceptions or deviations are not clearly stated, it is understood that the terms and conditions of this proposal shall govern.

UNMH reserves the right to reject any proposal that does not meet the terms and conditions of the request for proposal. 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.

- 8.24. 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 University's designated campus address.
- 8.25. 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.
- 8.26. 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.
- 8.27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to a resultant Purchase Order/Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.
- 8.28. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal 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 the work by Seller its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or ance 0u-4(1)6(er-3(u)16

covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the University. The liability of the University 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."

- 8.29. INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller 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 Purchase Order/Agreement. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.
- 8.30. INSPECTION.** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of any resultant Purchase Order/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.
- 8.31. INSPECTIONS, SELLER.** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this RFP.
- 8.32. INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.
- 8.33. INSURANCE REQUIRMENTS:** The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications. Offeror must submit proof of insurance in the form of a "Certificate of Insurance" to the appropriate Buyer prior to commencing work under this 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.
- 8.34. LATE SUBMISSIONS.** Late submissions of offers 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 offer is the only offer received. Late submissions will be returned unopened.
- 8.35. 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.

and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employees' wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date

- 8.37. 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 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.
- 8.38. NON-PERFORMANCE PENALTIES.** The Offeror agrees to pay UNMH an amount equal to \$500.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. UNMH may subtract this amount from any monies due to the Offeror.
- 8.39. NOTICES:** Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

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

- 8.40. OPTION TO RENEW.** UNMH reserves the option to renew the RFP's 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

UNMH and shall require all members of the consulting team to agree in writing that they assign all



terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.

**8.54. RELATIONSHIP OF PARTIES.** The parties and their respective employees are at all times acting as independent Offerors. Offeror 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.

**8.55. RELEASE UNMH REGENTS.** The Contractor shall, upon final payment of the amount due under

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.

- 8.63. 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.
- 8.64. 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.
- 8.65. STATE AND LOCAL ORDINANCES.** The Seller 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. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
- 8.66. STATE AND LOCAL ORDINANCES.** The Offeror shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and



- 8.70. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.
- 8.71. 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.
- 8.72. WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in any resultant Purchase Order/Agreement, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are

**EXHIBIT A**  
**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

**EXHIBIT B  
AUTHORIZED SIGNATURE PAGE**

**THE FOLLOWING OFFEROR 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 \_\_\_\_\_

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

Resident Business: Pref. Number \_\_\_\_\_

Resident Manufacturer: Pref. Number \_\_\_\_\_

Resident Offeror: Pref. Number \_\_\_\_\_

New York state business enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_

Resident Veterans Preference Certification Yes \_\_\_\_\_ No \_\_\_\_\_

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





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 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 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 requirementln,(an)9(d)-31 1 o

**EXHIBIT E**  
**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 subOfferor or sub subOfferor similarly to provide Worker's Compensation Insurance for all the subOfferor's or sub subOfferor's Workers which are covered under the Offeror's Worker's Compensation Insurance. In case any class of

**EXHIBIT F**



**EXHIBIT G**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The UNMH, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.



QUESTIONS:

1. Briefly describe in what capacity have you worked with this Offeror in the past?
  
2. How would you rate the Offeror's knowledge and expertise regarding the purpose of this RFP?  
Excellent   Satisfactory   Unsatisfactory   Unacceptable

Brief explanation of above rating:

- 3.

7. Please identify the Offeror's primary representatives involved in your project and how would you rate them individually on their skills, knowledge, behaviors and/or other factors? 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

Name: \_\_\_\_\_ Rating:  
Brief explanation of above rating:

Name: \_\_\_\_\_ Rating:  
Brief explanation of above rating:

Name: \_\_\_\_\_ Rating:  
Brief explanation of above rating:

**EXHIBIT H**  
**PIT H**

Westside Clinic	Tuesday/Thursday	4808 McMahon NW	\$5k		
Maternity and Family Clinic	Tuesday/Thursday	1231 Candelaria NW	\$5k		
Maternity and Family Clinic	Tuesday/Friday	1500 ply			

**EXHIBIT I**  
**TOTAL PROJECT COST**

