

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

REQUEST FOR PROPOSAL (RFP)

RFP Number: P409-19

TITLE: Neuromonitoring Services

Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON July 9, 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

The Regents of the University of New Mexico, for its public operation known as UNM Health Sciences Center, specifically University of New Mexico Hospitals (“UNMH”) and UNM Sandoval Regional Medical Center, Inc. (“SRMC”) (For the purposes of this RFP, UNMH and SRMC are collectively referred to as (“UNMHSC”)) UNMHSC invites you (“Offeror”) to submit an offer for material(s) and/or services set forth in this Request for Proposal (RFP). 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)

UNMHSC Procurement Specialist Contact Information: The UNMHSC has assigned a Procurement Specialist who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: AnnaMarie Cox
Title: Procurement Specialist
Address: 933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106
Telephone: (505) 994-7082
E-mail: ancox@salud.unm.edu

Electronic Format and Hard Copies:

- 1. Only hard copies will be accepted and must be submitted manually via hand delivery, carrier or first class mail and must submit:**

One (1) Original, marked on the cover as “Original,”
Eight (8) copies, marked on the cover of each as “Copy,” and One
(1) CD/DVD disc, USB Drive

2. Hard copies must be printed in ink and corrections must be initialed. Proposals must be submitted in a sealed envelope, box or package and must be clearly marked with the RFP Number, RFP Name and Opening Date (see Offer Due By date above) in the lower left hand corner. Failure to mark your sealed proposal appropriately may result in your offer being opened early or your offer not being included in the Request for Proposal opening.
3. Address of delivery of responses via express carrier, hand delivered or first class mail must as follows:

**The University of New Mexico Hospitals
Purchasing Department, AnnaMarie Cox
933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106**

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Freight Terms: FOB Destination
Payment Terms: NET 30

CANCELLATION: UNMH reserves the right to cancel without penalty, this RFP, the resultant contract/purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

SECTION I

SCOPE OF WORK

- 1.1. The University of New Mexico Hospital (UNMH) and Sandoval Regional Medical Center, Inc. (SRMC) are requesting proposals to ensure the UNM Hospital system has access to quality certified intraoperative monitoring technicians with real-time professional oversight provided by a New Mexico licensed physician. This service would supplement UNMH's permanent staff. This Request For Proposal (RFP) documents the required features, functionalities, specifications as well as terms and conditions. Please read carefully all information herein; failure to comply with RFP may result in your proposal being classified as non-responsive. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-191 NMSA 1978).

The Offeror will provide staffing, equipment and interpretation required to perform intraoperative Neurophysiologic monitoring for Surgical and Preoperative care. The Offeror will provide credentialed technologists to provide electrophysiological (EP) monitoring of patients undergoing neurosurgery, neurosurgical trauma, orthopedic surgery, vascular surgery, ENT surgery and other surgeries where there is a need for reducing the risk of neurological deficits after operations that involve the nervous system. Electrophysiological monitoring techniques include, electroencephalogram (EEG), lower and upper limb somatosensory-evoked potential (SSEP), motor-evoked potential (MEP), electromyography (EMG), brainstem auditory-evoked potentials (BAEP), visual-evoked potentials (VEP), brain and spinal cord mapping, and intraoperative reflex responses.

The Offeror will be able to provide a credentialed Neurophysiologist to provide real-time electro-diagnostic monitoring and interpretation for patients undergoing procedures at UNMH and SRMC. The Neurophysiologist must be a licensed physician, board eligible or certified in Neurology by the American Board of Psychiatry and Neurology (ABPN) or the American Board of Neurophysiologic Monitoring (ABNM). The Offeror should provide a neuromonitoring program that is formally recognized through the American Board of Registration of Encephalographic and Evoked Potential Technologists (ABRET), UNMH's governing board. The technicians should be certified in intraoperative neuromonitoring and carry the (CNIM) credential from ABRET. The services provided should cover adult and pediatric patients for spine, orthopedic, skull-base infratentorial and supratentorial neurosurgery, peripheral nerve, micro-vascular, aortic, cardio-pulmonary, epilepsy surgery, anterior neck and ENT. The Offeror should provide technician and physician oversight (remote monitoring). This service will begin when the administration of anesthesia commences and continues until the end of the case. The Offeror will acquire, maintain, and provide state of the art equipment, technology and software and associated disposable supplies. The Offeror shall provide all equipment within 24 hours prior to scheduled surgery cases for inspection by UNMH's Clinical Engineering Department. The Offeror must be available 24/7/365 for emergent cases to support the mission of the University of New Mexico Hospitals, although it is known that practicality may dictate 24-hour notice of requests for services from the Offeror. For emergent cases inspection of equipment must be arranged with UNMH's Clinical Engineering Department prior to the start of surgery. The Offeror must bid on all areas to be considered responsive. Vendors are to issue a response mirroring the current state. Please provide recommendations for any adjustments you would make to the current service.

As part of this RFP, these are the minimum requirements that must be met:

Offeror will provide upon request ABRET, CNIM certified IONM technicians and New Mexico licensed oversight IONM physicians who are Board Eligible or Certified for real-time interpretation and reporting. All physicians providing real-time interpretation and reporting will require credentialing with a University of New Mexico Health Sciences Center courtesy appointment.

Offeror will ensure that technicians provided to UNMHSC meet the standards of the Joint Commission on Accreditation of Healthcare Organizations (TJC) and the Centers for Medicare and Medicaid Services (CMS) Conditions of Participation relating to credentialing, evaluation of staff, and applicable policies at UNMHSC. At present these standards are:

- A minimum of two years recent experience is required.
- Current cardiopulmonary resuscitation (CPR) certification card with documentation of renewal bi-annually per AHA standards and/or within the renewal time period per certifying entity.
- Completion of Certified Neurophysiologic Intraoperative Monitoring (CNIM) credentials from the American Board of Registration of Electroencephalographic & Evoked Potential Technologists.
- Proof of tuberculosis testing (PPD) within the past 12 months. All testing will be completed annually.
- Proof of test for Measles, Mumps, Rubella, and Varicella titers, or documentation of having been vaccinated or having the actual disease process is required.
- Written certification of training in fire, safety, infection control and blood-borne pathogen classes is required on an annual basis.
- Offeror will describe its policies and procedures should a technician(s) become injured while working at UNMH and SRMC.
- Offeror will abide by all vendor policies and hospital policies of UNMH and SRMC which are provided in Exhibit I.

Offeror will provide UNMH and SRMC a skills checklist and evaluation of performance from the last three assignments for each technician submitted. Skills checklist will include competency to monitor lumbar, thoracic, and cervical surgeries, complex scoliosis surgeries, brain and spinal neurosurgical procedures, epilepsy, and vascular cases including thoraco-aortic and cardiopulmonary procedures. Documentation of proficiency is expected for performing intraoperative EEGs, ECOG, TCeMEP, direct cortical mapping including language, motor, sensory and subcortical white matter tract mapping, EMG and triggered EMG, SSEPs and phase reversal for central sulcus localization, ABR, cochlear brainstem implant testing, cranial nerve monitoring, D-wave, and H-reflex recording.

- Offeror will provide a copy of all required documentation outlined above and under 5.4.1 Background Checks prior to the first assignment of the technician.
- All technicians will be required to report to UNMH and SRMC Security upon arrival to obtain UNMH or SRMC assigned vendor scrubs and a Vendor ID badge.

- As new information and technology advances, UNMH and SRMC may require Offeror to provide additional training and/or classes to its Staff at no expense to UNMH or SRMC.
- Offeror and its Staff will provide services in accordance with the standards and procedures without discrimination as to sex, race, color, religion, marital status, sexual orientation, age, handicap status, or national origin.
- Equipment supplied by the Offeror and not left at UNMH or SRMC must be safety checked by UNMH Clinical Engineering prior to the first case each day. Safety and service records for each piece of equipment utilized for Operating Room monitoring cases must be provided by Offeror to be on file with the UNMH Clinical Engineering Department.
- The Offeror will ensure that employees are fluent in the English language.
- The Offeror will not employ any permanent employee of the UNM Health Sciences Center in the performance of the contract after this RFP.
- The Offeror agrees not to directly or indirectly employ or otherwise contract for the services of any UNMH employee without approval of the UNMH.

1.2 Background

UNM Hospitals. UNMH is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating over 78,467 emergency patients and seeing more than 575,000 outpatient visits annually. UNMH is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMH). There are five hospitals included within the UNM Hospital System: UNM Hospitals (UNMH), UNM Children's Hospital, Carrie Tingley Children's Hospital (CTH), Children's Psychiatric Center (CPC), and UNM Psychiatric Center (UNMPC). UNM Hospitals (UNMH, CTH, CPC, UNMPC) is located as part of the Main UNMH campus.

UNMH currently has 628 beds and is recognized for clinical excellence in many specialties including Trauma and Emergency Medicine, Pediatrics, Orthopedics, Cancer Research and Treatment, Transplantation and many others. The Hospital and its components provide primary, secondary, tertiary and quaternary care and receive referrals from counties throughout New Mexico and the entire Southwest. UNMH has 36 hospital-based clinics located at the main facility as well as various off-site locations. UNMH has six retail pharmacy locations located within off-site clinic. UNMH qualifies for 340B drug pricing.

Emergency Visits	89,032
Outpatient Visits	612,359
Trauma Visits	2,343
Births	2,987
Inpatient Days	175,211
Offsite Clinics	30
Inpatient Admissions	23,128

Patient Payer Mix

Medicaid	35.3%
Uncompensated Care	4.5%
Commercial/HMO	24.4%
Medicare	30.3%
Other	5.5%

UNM Sandoval Regional Medical Center. The UNM Sandoval Regional Medical Center (SRMC) is located in the Rio Rancho City Center. SRMC opened in July 2012, with final completion of 68 inpatient beds comprised of two 24 bed medical/surgical units, 12 intensive care beds and 8 behavioral health beds. The facility will also include 13 emergency medicine beds, two of which will be equipped for behavioral health crisis intervention. The facility will be served by hospital based, UNM Faculty Physicians and community providers in the areas of Radiology, Pathology, Emergency Medicine, Anesthesiology, Psychiatry and Hospitalists.

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SECTION II

CONDITIONS GOVERNING THE PROCUREMENT

2.1 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.

2.2 Requirements. For the purposes of the requirements stated in this RFP

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

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

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

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

2.3.2 Offerors should not contact any of the staff at UNMHSC, (except for the Procurement Specialist) in regards to this RFP, unless instructed to in writing by the Procurement Specialist;

2.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from UNMHSC employees or their agents unless the information or instructions is provided in writing by the Procurement Specialist in the form of an addendum; and

2.3.4 UNMHSC, their employees, nor their agents shall be responsible for any information or instructions provided to the Offeror, with the exception of information or instructions provided in an addendum by the Procurement Specialist.

2.4 Information

2.4.1 **Offeror to Review.** The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, 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.

2.4.2 **Offeror to Notify.** If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror’s Proposal.

2.4.3 Offerors shall not:

2.4.3.1 Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 2.4.1 Offeror to Review were present with respect to this RFP; or

2.4.3.2 Hold any staff of UNMHSC liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

2.5 Clarification and Questions

2.5.1 Submission. Offerors may request clarification of this RFP by:

2.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist at ancox@salud.unm.edu or as otherwise directed by the Procurement Specialist;

2.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;

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

2.5.1.4 All requests for clarification are due no later than **2:00 PM MST/MDT, June 25 2019**.

2.5.2 Questions and Answers. The UNMHSC will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section 2.5.1.1. 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.

2.6 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 UNMHSC bidding website visit <http://hospitals.unm.edu/about/proposals.shtml>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

2.7 Amendments to the RFP. UNMHSC 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.

2.8 Clarification of Offeror's Proposal

2.8.1 The UNMHSC 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 UNMHSC is not obliged to seek clarification of any aspect of a Proposal.

2.8.2 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 UNMHSC from an Offeror in response to a request for clarification from UNMHSC shall be considered part of the Offeror's Proposal.

2.9 Verification of Information. The UNMHSC shall have the right to:

- 2.9.1** Verify any Offeror statement or claim by whatever means the UNMHSC deems appropriate, including contacting persons in addition to those offered as references, and to reject any Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- 2.9.2** Access the Offeror's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability; and
- 2.9.3** The Offeror shall cooperate in the verification of information and is deemed to consent to UNMHSC verifying such information.

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SECTION III

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 Agreement issued as a result of this RFP, including any addenda. UNMHSC 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 UNMHSC Standard Terms and Conditions the Offeror must propose specific alternative that would be acceptable to UNMHSC. General references to the Offerors term and conditions or attempts at complete substitutions are not acceptable to UNMHSC 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 UNMHSC at a later date. Any provisions in any proposal, quotation, acknowledgement or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provision of this RFP or the resultant contract will be ineffective and inapplicable.

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

- 3.1 Acceptance and Rejection.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the UNMHSC is entitled to revoke acceptance of them the UNMHSC may reject or revoke acceptance, require Offeror to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at UNMHSC'S option. Offeror shall reimburse the UNMHSC for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Offeror 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.
- 3.2 Appropriation.** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNMHSC.
- 3.3 Assignment.** Any resultant Agreement may be assignable by the UNMHSC. Except as to any payment due hereunder, any resultant Agreement shall not be assignable by Offeror without written approval from the UNMHSC.

- 3.4 Awards** -The UNMHSC reserves the right to make a single award or multiple awards; whichever is deemed to be in the best interest of the UNMHSC.
- 3.5 Brand Name or Equal.** If a brand name is indicated, the brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
- 3.6 New Technology.** As mandated by federal laws and regulations, Offeror shall not promote products and/or therapies that have not been approved by the U.S. Food and Drug Administration. New Technology brought to market during the term of the agreement must be introduced, price negotiated and incorporated by written amendment.
- 3.6 Cancellation.** The UNMHSC reserves the right to cancel without penalty, this RFP, any resultant Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 3.7 Changes.** The UNMHSC may make changes within the general scope of any resultant Agreement by giving notice to Offeror and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Agreement, an appropriate equitable adjustment shall be made. No change by Offeror shall be recognized without written approval of the UNMHSC. Any claim of Offeror for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Offeror of notification of such change. Nothing in this Paragraph shall excuse Offeror from proceeding with the performance of the Agreement as changed hereunder.
- 3.8 Cash Discounts.** The UNMHSC will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 3.9 Conflict of Interest.** Offeror shall disclose to the UNMHSC's Purchasing Department the name(s) of any UNMHSC employee or member of the Board of Regents who has a direct or indirect financial interest in the Offeror or in the proposed transaction. A UNMHSC employee (or Regent) has a direct or indirect financial interest in the Offeror 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 Offeror (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Offeror, is a partner, officer, director, trustee or consultant to the Offeror, has received grant, travel, honoraria or other similar support from the Offeror, or has a right to receive royalties from the Offeror. Offeror shall file a Conflict of interest Disclosure form with the UNMHSC Purchasing Department.
- 3.10 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 related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute

3.11 Public Disclosure: After an award is made, responses become Public Records. All materials submitted in response to this RFP become a matter of public record and shall be regarded as public record.

3.12 Confidentiality: As a state institution, UNMHSC is subject to the New Mexico Inspection of Public Records Act, Section 14-1-1 et seq., NMSA 1978 as Amended ("IPRA"), so unless there is an exception under the law, documents in the University's possession are subject to review by any member of the public. One exception to this general rule is for trade secrets. Trade secrets are not subject to disclosure under an IPRA request. New Mexico law defines a "trade secret" at NMSA Sec. 57-3A-2. Please review the definition (or have your company attorney do so) and explain how the pages that you have marked as "Confidential" fall within New Mexico's definition of a trade secret.

The UNMHSC will recognize as confidential only those elements in each response, which are readily separable from the proposal into its own section and which are clearly marked as "CONFIDENTIAL" or "PROPRIETARY" in order to facilitate eventual public inspection of the non-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.

UNMHSC 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 the UNMHSC 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 UNMHSC'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 appropriate. UNMHSC reserves the right to reject any proposal not in compliance with this paragraph.

The UNMHSC shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked "CONFIDENTIAL" or "PROPRIETARY" or if disclosure is required by law, regulation, subpoena, order of the court or other legal requirements that purports to compel disclosure, including without limitation, the IPRA.

3.13 Discounts. If prompt payment discounts apply to any resultant Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been received by the UNMHSC's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

3.14 **ECCN Reporting Requirement. Offeror acknowledges that providing goods and services under any resultant Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Offeror agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Offeror shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to UNMHSC without prior written notice. In the event that UNMHSC agrees to receive such export-controlled information, equipment or materials, Offeror shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation [to: ECCN@UNM.EDU](mailto:ECCN@UNM.EDU)

3.15 Eligibility for Participation in Government Programs. Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under a resultant Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

3.16 Equal Opportunity and Affirmative Action. In performing or providing the services and goods required under a resultant Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable 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.

3.17 General Terms and Conditions. UNMHSC'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.

UNMHSC 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 UNMHSC to do so.

3.18 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 UNMHSC's designated campus address.

3.19 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.

3.20 Governing Law. All resultant Purchase Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to 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.

3.21 Health Insurance Portability and Accountability Act (HIPAA). If applicable, the parties agree to enter into a mutually acceptable amendment to a resultant 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.

3.22 Indemnification and Insurance. Offeror 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 Offeror or the performance of the work by Offeror its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the UNMHSC. Offeror shall indemnify, defend and hold harmless the UNMHSC, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Offeror will also indemnify, defend and hold harmless the UNMHSC against any joint and several liabilities imposed against the UNMHSC with respect to strict products liability claims attributable to the fault of the Offeror.

Offeror agrees that it will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Agreement on premises occupied by or under the control of the UNMHSC. The liability of the UNMHSC 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."

3.23 Independent Business. Neither Offeror nor any of its agents shall be treated as an employee of the UNMHSC for any purpose whatsoever. Offeror declares that Offeror 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 Agreement. Offeror further declares that it is engaged in the same or similar activities for other clients and that the UNMHSC is not Offeror's sole or only client or customer.

3.24 Inspection. The UNMHSC may inspect, at any reasonable time, any part of Offeror's plant or place of business, which is related to performance of any resultant 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.

3.25 Instrumentalities: Offeror shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Agreement or its attachments.

3.26 Insurance Requirements: 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.

- 3.27 Late Submissions.** Late submissions of offers will not be accepted or considered unless it is determined by the UNMHSC that the late receipt was due solely to mishandling by the UNMHSC or the offer is the only offer received. Late submissions will be returned unopened.
- 3.28 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.
- 3.29 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 UNMHSC's authorized representative.
- 3.30 Notices.** Any notice required to be given or which may be given under this RFP shall be in writing and delivered in person or via first class mail.

UNMHSC Address

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

- 3.31 Option to Renew.** UNMHSC 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 UNMHSC. These renewal options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.
- 3.32 Other Applicable Laws.** Any provision required to be included in a resultant Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
- 3.33 OSHA Regulations.** The Offeror shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Offeror shall defend, indemnify, and hold UNMHSC free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
- 3.34 Ownership of Documents.** All documents which are prepared by the Offeror or any member of the consulting team that form a part of its services under a resultant Agreement are the sole property of the UNMHSC and such works may not be reproduced nor distributed without the express written consent of the UNMHSC and shall be delivered to UNMHSC upon termination and or completion of this Agreement if UNMHSC so requests. The Offeror shall be responsible for the protection and/or replacement of any original documents in its possession. UNMHSC shall receive all original drawings and the Offeror shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Agreement, the work product required by the Agreement shall be considered a work made for hire within the meaning of that term

under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNMHSC shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNMHSC and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Agreement to UNMHSC.

Inventions. For the consideration payable under a resultant Agreement, the Offeror agrees to report any invention arising out of the Work required by the Agreement to UNMHSC. UNMHSC shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Offeror or member of the consulting team as part of the performance of Work. The Offeror hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNMHSC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Offeror shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Agreement to UNMHSC.

Survival of Provision. This provision shall survive expiration and termination of the Agreement.

- 3.35 Packaging.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
- 3.36 **Patent and Copyright Indemnity.** Offeror shall indemnify, defend and hold harmless the UNMHSC 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.
- 3.37 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 UNMHSC using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
- 3.38 Payment Terms.** Upon written request from Offeror for payment, the UNMHSC 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 will be subject to maximum required by state law.
- 3.39 Payroll or Employment Taxes.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the UNMHSC with respect to payments to Offeror or on behalf of Offeror its agents or employees. Offeror 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 Offeror is not a corporation,

Offeror further understands that Offeror may be liable for self-employment (Social Security) tax, to be paid by Offeror according to law.

- 3.40 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.
- 3.41 Period for Offer Acceptance.** Offeror agrees that any offer made submitted will be good for a minimum period of 365 calendar days.
- 3.42 Public Information.** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNMHSC Purchasing Regulations 11.6.3.)
- 3.43 Agreement.** Any resultant Agreement shall be the sole and entire Agreement between the parties; any documents incorporated into the Agreement are listed explicitly on the front side of the Agreement, or are incorporated by implication by the terms of any resultant Agreement. Any terms inconsistent with or in addition to any resultant Agreement proposed by Offeror are deemed rejected unless agreed to in writing by an appropriate UNMH or SRMC official.
- 3.44 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 UNMHSC for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMHSC. 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.
- 3.45 Release UNMHSC Regents.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico Hospitals, SRMC or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.
- 3.46 Request as Agreement:** This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request's terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMHSC.
- 3.47 Retention of Records.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the UNMHSC, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.

- 3.48 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>.
- 3.49 Right to Waive Minor Irregularities.** The UNMHSC Evaluation Committee reserves the right to waive minor irregularities. The UNMHSC Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the UNMHSC Evaluation Committee.
- 3.50 Offeror's Employees and Agents.** Offeror shall have complete charge and responsibility for persons employed by Offeror and engaged in the performance of the specified work. The Offeror, its agents and employees state that they are independent contractors and not employees of the UNMHSC. Offeror, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the UNMHSC as a result of any resultant Agreement.
- 3.51 Site Familiarity.** If there is work associated with the requirements of this RFP, the Offeror shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Offeror 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 Offeror 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.
- 3.52 Site Inspection.** If a site is referenced in this RFP, it is available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.
- 3.53 State and Local Ordinances.** The Offeror 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.
- 3.54 Termination and Delays.** The University of New Mexico Hospital and/or SRMC may by written notice stating the extent and effective date, terminate any resultant Agreement for convenience in whole or in part, at any time. The University of New Mexico Hospital and/or SRMC shall pay Offeror as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion, as approved by the UNMH and/or SRMC, and shall in no event exceed the total contracted price. The University of New Mexico Hospital and/or SRMC shall not be liable for consequential damages. The University of New Mexico Hospital and/or SRMC may by written notice terminate any resultant Agreement in whole or in part for Offeror's default if Offeror refuses or fails to comply with the provisions of a resultant Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University of New Mexico Hospital and/or SRMC may otherwise secure the materials, supplies or services ordered, and Offeror shall be liable for damages suffered by the University of New Mexico Hospital and/or SRMC thereby, including incidental and consequential damages. If after notice of termination, the University of New Mexico Hospital and/or SRMC determines Offeror was not in default, or if Offeror's default is due to failure of the University of New Mexico Hospital and/or SRMC, termination shall be deemed for the convenience of the University of New Mexico Hospital and/or SRMC. The rights and remedies of the University of New Mexico Hospital and/or SRMC provided in this paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under a resultant Agreement as used in this paragraph, the word "Offeror" includes Offeror and Offeror's sub-suppliers at any tier.

- 3.55 Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- 3.56 Title and delivery.** Title to the materials and supplies passed hereunder shall pass to the UNMHSC upon acceptance at the FOB point specified, subject to the right of the UNMHSC to reject. For any exception to the delivery date specified, Offeror shall give prior notification and obtain approval thereto from the UNMHSC'S Purchasing Department. Time is of the essence and the Agreement is subject to termination for failure to deliver on time.
- 3.57 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.
- 3.58 Warranties.** Offeror warrants the goods and/or services furnished to be exactly as specified in any resultant Agreement, free from defects in Offeror's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Offeror. All applicable UCC warranties express and implied are incorporated herein.
- 3.59 Workers Compensation.** No workers compensation insurance has been or will be obtained by UNMHSC on account of Offeror or its employees or agents. Offeror shall comply with the workers compensation laws with respect to Offeror and Offeror's employees and agents.

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SECTION IV**ADDITIONAL INSTRUCTIONS TO OFFERORS**

- 4.1 VETERANS PREFERENCE.** In accordance with sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:
- 4.1.1** Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
 - 4.1.2** Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals
 - 4.1.3** Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.
 - 4.1.4** This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.
 - 4.1.5** Points will be awarded based on Offerors ability to provide a copy of a current Resident Veterans Certificate (**Exhibit B**)
 - 4.1.6** In addition, the Resident Veterans Preference Certification Form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.
 - 4.1.7** RFP's are to be evaluated on preference as follows:
 - 4.1.7.1** In addition to the total points on an RFP, 10% must be added for preference award. For example, an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total of 1080.
 - 4.1.8** The attached "Resident Veteran Preference Certification" form (**Exhibit B**) must filled out, signed and included in the offeror's RFP from any business wishing to receive a resident veteran's preference.
- 4.2 SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit C**.
- 4.3 CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit D**.
- 4.4 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 F**). 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.

- 4.5 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. If applicable, Offerors **must complete and submit** the UNMH Information Security Plan Information addressed in Exhibit H and submit with RFP. Failure to complete form or failing to receive IT approval may result in Offeror(s) being considered as non-responsive. To view this exhibit please visit http://hospitals.unm.edu/about/proposals_2016.shtml.
- 4.6 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 E.
- 4.7 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.

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SECTION V**RESPONSE FORMAT****5.1 Experience, quality, stability, and reputation of the Offeror. (10 Points Possible)**

- 5.1.1 Provide a brief narrative of your firm showing how long have you been in the Intraoperative Neurophysiological Monitoring business, number of employees, organizational structure, mission and statement, location of business, location of staff, and type of ownership.
- 5.1.2 Name any industry groups to which you belong.
- 5.1.3 Describe the current trends in the market.
- 5.1.4 Describe best practices for procedures today.
- 5.1.5 Has the firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm? If so, please explain in detail.
- 5.1.6 Provide information on if your company has been terminated from any Hospital in the last year? Please describe the situation in detail.
- 5.1.7 Describe how company addresses patient safety.
- 5.1.8 Any reportable incidents with your techs or services over the last 5 years (ie. false positives, false negatives)? If so, please provide additional detail on the incidents and your policy for addressing them.
- 5.1.9 Describe the staff and equipment that your company would provide to perform neuromonitoring services for patients undergoing surgical procedures within UNMHSC.
- 5.1.10 Define your company's recruiting and retention program; please detail your mechanisms to ensure stability of your staff.
- 5.1.11 How many sites have the solution(s) you are proposing; and how long has each site been "up and successfully running" with the solution?
Provide three active client references for each of the solution(s) proposed that you have extended into an agreement within the last three (3) years who can verify the quality of service your company provides. Indicate if the agreement(s) are still active and if not, why not? Company name, address, contact person and title, phone, contract period and scope of work must be included. **One (1) of the three (3) references shall be similar in size to UNMH and scope of work as called for in this RFP. Please indicate which of the references is similar in size.** Academic Medical Centers are preferred.
- 5.1.12 What are your company's required certifications? What current certifications does your company have?
- 5.1.13 Does your company perform drug testing, background checks or reference checks on all of your employees before they are hired? If not all segments, please indicate why not.
- 5.1.14 The Offeror should provide financial information sufficient for UNMHSC to adequately establish the Offeror's financial capability to provide and support the scope of work in its Proposal. Such information may take the form of an annual report, banking information and/or guarantees.
- 5.1.15 Has your company ever failed to meet Federal, State, local or industry requirements for your type of Software and required equipment? If yes, explain. If not, explain what you are doing to prevent it from occurring?
- 5.1.16 How many clients have uninstalled the proposed solution(s)?
- 5.1.17 What experience do you have with academic medical centers and academic medical groups using your solution(s) enterprise-wide? Please describe the results your academic clients have documented.
- 5.1.18 Is your system(s) hosted in a SaaS or Cloud Environment?
- 5.1.19 What awards has your solution received, if any?

- 5.1.20 Who is your sales contact for the proposed solution(s)? Give name, email address, and telephone number and provide resume.
- 5.1.21 Who is your service contact for the proposed solution(s)? Give name, email address, and telephone number and provide resume.
- 5.1.22 What other unique capabilities and client experiences differentiate you from your competitors?

5.2 IT Security Requirements for Equipment (05) (Points Possible)

- 5.2.1 Vendor must provide workflow diagram of application/system for security control point understanding.
- 5.2.2 Please describe access controls at all points.
- 5.2.3 Please describe your remote access requirements.
- 5.2.4 Please provide remote support capabilities for UNMH personnel.
- 5.2.5 Please describe the systems processes for Separation of duty, data integrity checks, if this system creates error reports, where and how are they logged?
- 5.2.6 Please describe business continuity, backup and general DR abilities.
- 5.2.7 Does your system provide controls to limit access to unauthorized users?
- 5.2.8 Does your product provide access to individual system functions through a hierarchy of privileges defined by the data owner?
- 5.2.9 Provide controls and audits of user access to patient information based on user ID?
- 5.2.10 Provide automatic logoff after a defined amount of time?
- 5.2.11 Provide the ability to prevent the download of patient information to hard drives, other media and printers?
- 5.2.12 Provide an electronic audit trail of access to all users who have accessed or updated a patient record, including date and time stamps, and location of access?
- 5.2.13 Provide how your system/application stores log off of the system and how access to security system logs are controlled.
- 5.2.14 Provide security checks/controls based on roles (e.g. Physician vs. Users)
- 5.2.15 Provide single sign-on capabilities and password complexity or synchronize with enterprise active directory or LDAP?
- 5.2.16 Please provide security training capabilities or offerings.
- 5.2.17 Please provide web-based or other monitoring tool information.
- 5.2.18 Please provide web or networking dependencies.
- 5.2.19 Provide biometric or other two factor authentication.
- 5.2.20 Provide contractual guarantee to provide updates, software releases and upgrades to ensure HIPAA/HITECH compliance and/or other regulations with no cost?
- 5.2.21 Provide information on how the system is patched, updated and does it support AV?
- 5.2.22 Provide incident response processes including breach reporting priorities and, response and reporting times.
- 5.2.23 Please provide IT application/system supports operating system, application and antiviral updates. Specifically, what is the guaranteed turnaround for applying the above patches or mitigation of security vulnerabilities found by vendors, experts and UNMH security staff?
- 5.2.24 Comply with HITECH NIST transport layer security and data at rest encryption protocols?
- 5.2.25 Support data level access controls that allow assignment of security data level in files?
- 5.2.26 Does your system have the ability to assign specific access levels by profession or ID?
- 5.2.27 Does your client-server (data security) AND browser-based access from anywhere inside or outside hospital?
- 5.2.28 Date when your first and most recent commercial system was installed.

- 5.3 Services: (30 Points Possible)** Provide a point by point response to the scope of work and service requirements as identified below and in Section 1.1 Scope of Work, clearly showing that your company, using your past and current experiences, has the capacity to support and to successfully deliver the volume of work anticipated from UNMH to include but not limited to describing your

firm's philosophy, approach(es) and preferred methods for meeting requirements and expand on your unique capabilities and client experiences that differentiate you from your competitors. If offeror is not able to meet the specification, briefly explain why, noting any concerns or issues UNMH and SRMC should be aware of.

- 5.3.1 How would you ensure you have the appropriately qualified individuals available for UNMH? Please expand upon how you would address the placement of a full-time tech vs. scheduled as needed. If a full-time tech is placed, would they be qualified to support EEG services? If so, please respond with a carve out in pricing.
- 5.3.2 Offeror will provide physician oversight of UNMH and SRMC IONM technicians upon request.
- 5.3.3 Describe the capabilities of your products. What are the benefits? What are the limitations? UNMHS currently utilizes the following vendors for neuromonitoring procedures – Stryker, NuVasive, DePuy, Medtronic, Ulrich, SeaSpine, Zimmer Biomet and Globus. What product lines is your system compatible with/not compatible with (ie. custom rod bending technologies, direct lateral fusion products)?
- 5.3.4 In the event you have covered a case on a patient on one instance, and hospital staff will be covering on another case on said patient, please provide information on how you ensure continuity of care?
- 5.3.5 Will UNMH personnel be able to use your equipment for services?
- 5.3.6 Do you have the ability to cover in-house monitoring for awake craniotomies?
- 5.3.7 Are you certified to provide coverage for Auditory Brainstem Implants (ABI)? If so, please provide proof of certification?
- 5.3.8 Describe the procedure types supported by your technology and the limitations of your products.

5.3.9 Deliverables

- 5.3.9.1 Offeror will provide a signed physician report within 48 hours of operation completion to the operating surgeon and the Neurodiagnostic Lab.
- 5.3.9.2 Offeror will provide baseline, complication, and closing Waveforms with the signed physician report within 24 hours of completion of surgery.
- 5.3.9.3 Please present any additional information or creative approaches that your company may provide UNM in its neuromonitoring services. Any additional supporting documentation that would be pertinent is welcomed.

5.4 Ongoing Support Model. (30 Points Possible) Provide a point by point response to the ongoing support service requirements as identified below clearly showing that your company, using your past and current experiences, has the capacity to support and to successfully deliver the volume of work anticipated from UNMH and SRMC to include but not limited to describing your firm's philosophy, approach(es) and preferred methods for meeting requirements. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues the University of New Mexico Hospital should be aware of.

5.4.1 Background Checks.

- 5.4.1.1 Offeror will ensure that all Agency Staff referred to UNMH for temporary employment have passed a criminal background investigation, including a requirement to disclose any convictions as defined in 42 U.S.C. Section 1320a-7, in addition to any other convictions.
- 5.4.1.2 Offeror will not refer to UNMHSC any Staff who has had any convictions.

- 5.4.1.3 Offeror will verify visa employment status of Staff as required by the U.S. Immigration Department and will ensure that UNMH can accept the I-9 form provided by the Staff.
 - 5.4.1.4 Offeror will check the Office of Inspector General (OIG) database to determine, for each Staff, whether such Staff has been excluded from participation in Medicare or Medicaid programs or any other federal or state health care programs pursuant to Section 1128 of the Social Security Act, and will check the General Services Administration (GSA) and U.S. Food and Drug Administration (FDA) sites to ensure that the Staff has not been debarred from any federal program (including but not limited to debarment under the Generic Drug Enforcement Act.)
 - 5.4.1.5 Offeror will provide evidence to UNMH that the databases have been checked, with a copy of the results. Offeror warrants to UNMH that Offeror, its employees and independent Offerors are not ineligible for participation in any federal healthcare program.
- 5.4.2 Quality Management Compliance.**
- 5.4.2.1 Offeror and its Employees will comply with all quality management programs required by UNMH, TJC, the federal Health Care Financing Administration, and any other applicable accrediting or regulatory agencies, as well as all policies and procedures of UNMH and SRMC facilities.
- 5.4.3 IONM Services**
- 5.4.3.1 What is the Offeror's process for replacing booked and confirmed IONM technicians that cancel with less than 2 hours' notice or that fail to meet standards of care as defined by UNMHS policies?
 - 5.4.3.2 Offeror will provide detailed documentation regarding previous and/or current experience relating to IONM services.
 - 5.4.3.3 Offeror will provide the number of IONM technicians it currently employs.
 - 5.4.3.4 Offeror will provide the number of facilities with whom it contracts currently for IONM services.
 - 5.4.3.5 Offeror will state the average length of time required for placement of technicians for the specific procedures below. Offeror may add additional procedures and the average length of time required for placement of technicians.
 - 5.4.3.5.1.1 Neurosurgery (e.g tumor resection, microvascular nerve decompression, aneurysm clipping)
 - 5.4.3.5.1.2 Peripheral nerve surgery
 - 5.4.3.5.1.3 Cardiothoracic surgery (AAA repair, bypass)
 - 5.4.3.5.1.4 Vascular surgery (carotid endarterectomy and body tumor resection)
 - 5.4.3.5.1.5 General orthopedics (hip replacement, ORIF, external fixation, shoulder recon)
 - 5.4.3.5.1.6 ENT (acoustic neuroma resection, vestibular nerve section, facial nerve decompression)
 - 5.4.3.5.1.7 Spine surgery (extradural and intradural cervical, thoracic, lumbar, sacral)
 - 5.4.3.6 Offeror agrees that set up and take down time shall be limited to **15 minutes** on each end of a case (**30 minutes total**)
 - 5.4.3.7 Offeror will list the number of CNIM certified IONM technicians with whom it contracts that can or have worked in New Mexico within the last 2 years.
- 5.4.4 Offeror's ability to follow Policies and Procedures established by UNMH designed to provide quality of care to its patients.**

- 5.4.4.1 Offeror will provide a signed statement in an agreement subsequent to the RFP requiring its employees to adhere to all Policies and Procedures established by UNMH and SRMC.
- 5.4.4.2 Offeror will comply with drug/alcohol screening, tuberculosis testing, and other certification or state requirements.
- 5.4.4.3 Offeror will assign only IONM technicians to UNMH that have appropriate education, training, background and experience.
- 5.4.4.4 Offeror will be responsible for a \$15.00 replacement fee if their contract technician does not return their UNMH Identification Badge within 24-hours of the final shift worked.

5.5 Provide a Price Proposal (25 Points Possible)

- 5.5.1 **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.
- 5.5.2 **Pricing Proposal** should include multiple options, such as:
 - 5.5.2.1 Flat rate pricing model
 - 5.5.2.2 Price per hour
 - 5.5.2.3 Price per case
 - 5.5.2.4 Price per month
 - 5.5.2.5 Tier level pricing
 - 5.5.2.6 Any other alternate arrangements

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SECTION VI

EVALUATION CRITERIA

This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be a large 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 make an award based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror selected for the award will be chosen based on the greatest benefit to UNMH, not based on lowest price. 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 firms submitting proposals in the evaluation and selection of the successful proposal. **Finalist may be invited for oral presentations and demonstrations at UNMH's sole discretion at a date and time to be**

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

5.1	Experience, quality, stability, and reputation of the Offeror.	10	Points Possible
5.2	IT Security Requirements	05	Points Possible
5.3	Services	30	Points Possible
5.4	Ongoing Support Model	30	Points Possible
5.5	Price Proposal	25	Points Possible
	TOTAL	100	Points Possible

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SECTION VII**ORGANIZATION OF PROPOSAL**

Proposals should be organized in a format that promotes the easy and clear evaluation of your offer.

7.1 Offerors are to organize Proposals *in the order* as stated in this section. To this end, the organization of your proposal shall **be clearly labeled and numbered and indexed as follows:**

- 7.1.1 Table of Contents
- 7.1.2 Signed Authorized Signature Page (Exhibit A)
- 7.1.3 Proposal Summary (Optional)
- 7.1.4 Response Format; complete each section including Exhibit G (Section V)
- 7.1.5 Resident Veterans Preference Certificate (Exhibit B)
- 7.1.6 Small & Small Disadvantaged Business Certification (Exhibit C)
- 7.1.7 Conflict of Interest and Debarment Certificate Form (Exhibit D)
- 7.1.8 Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910) (Exhibit E)
- 7.1.9 Insurance Requirements (Exhibit F)
- 7.1.10 Other Supporting Material (If applicable)

7.2 Submittals should completely address each of the evaluation criteria in the order presented, elaborating on all responses where possible, and should not exceed 60 single sided, 8 1/2 x 11 inch paper (excluding exhibits, samples, or other attachments in a font not smaller than 10). Number each page 1 of ___ total pages and include your firms' name. The original copy shall be clearly marked as such on the front of the binder.

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EXHIBIT A

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:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

New Mexico State Preference Number (Pursuant to Sections , §13-1-22 NMSA 1978, Offerors Claiming New Mexico In-state Preference or New Mexico Resident Veteran Preference Must be Certified Prior to IFB or RFP Opening):

- Resident Business Preference Certification: Yes _____ No _____
*If yes, provide a copy of a valid and current certificate.
- 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 RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____ **DATE** _____

EXHIBIT B

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 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.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services 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:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/resident Veteran Contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public a body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime"

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

Date:

***Must be an authorized signatory for the Business**

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaware of the procurement involved if the statements are proving to be incorrect.

EXHIBIT C

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico Hospitals participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and Offerors as to their business status. Please furnish the information requested below.

- 1.0 Small Business - An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
1.a Small Disadvantaged Business - a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and
(1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
(2) Whose management of daily operations is controlled by one or more such individuals. The Offeror shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act; and
(3) Is certified by the SBA as a Small Disadvantaged Business.
1.b Women-Owned Business Concern - A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
1.c HUBZone Small Business Concern - A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
1.d Veteran-Owned Small Business Concern - A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
1.e Service Disabled Veteran-Owned Small Business - A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____ Telephone: _____
Street Address: _____ County: _____
City: _____ State & Zip: _____

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:

Check All Categories That Apply:

- [] 1. Small Business
[] 2. Small Disadvantaged Business (Must be SBA Certified)
[] 3. Woman Owned Small Business
[] 4. HUB Zone 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 _____

THANK YOU FOR YOUR COOPERATION

Table with 2 columns: 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)) and 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.)

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 202-205-6618. 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 D

THE UNIVERSITY OF NEW MEXICO HOSPITALS SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Regent of The University of New Mexico Hospitals (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any University of New Mexico Hospitals employee, Regent or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, please identify the legislator:

List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Offeror agrees to provide immediate notice to The University of New Mexico Hospitals Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the IFB or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status 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 and that the information contained in this document is true and accurate to the best of their knowledge.

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

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
(b) 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:
1) No Federal appropriated funds 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, 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.
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 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 E

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 F 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 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 subOfferor or sub subOfferor to provide Employer's insurance in any amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

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.

OFFEROR'S VEHICLE LIABILITY INSURANCE:

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

SUBOFFEROR'S AND SUB OFFEROR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Offeror shall either:

1. Require each subOfferor or sub Offeror 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 subOfferors of sub subOfferors in the Offeror's Policy as required under this Article.

GENERAL: All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner. The Offeror shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

EXHIBIT G

COST PROPOSAL

(See attached Exhibit G)