

Purchasing Department
933 Bradbury Dr. SE, Suite 3165
Albuquerque, New Mexico 87106

**REQUEST FOR PROPOSAL NUMBER: 358-16 DUE DATE: October 13, 2016 TIME: 4:00 PM
MST**

TITLE: UNMH Wayfinding

[University of New Mexico Hospitals](#) (UNMH) invites you to submit an offer for consulting services for the following RFP for UNMH ‘new’ wayfinding standards which will include design and installation schedule, according to priority level, for UNMH Hospitals and Clinics. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms, conditions, and specifications of this 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 intent of this RFP is to establish a purchasing mechanism for these products and services from time to time, as well as the immediate procurement of UNMH Wayfinding. Upon award, an indefinite Master Price Agreement(s)(NMSA 13-1-129 1978) will be established with the Awardee(s) and all subsequent purchase orders will be released on an as needed basis against the resultant price agreement.

CONTACT INFORMATION:

BUYER:	Connie Nestor (505) 272-9156	Email: enestor@salud.unm.edu
TECHNICAL:	Greg Smith (505) 908-0220	Email: ghsmith@salud.unm.edu
	Lehman Barr (505) 350-7019	Email: lbarr@salud.unm.edu

ADDITIONAL INFORMATION:

DEADLINE FOR QUESTIONS: Questions must be sent via e-mail to Buyer and Technical contacts listed above.

NUMBER OF COPIES REQUIRED: 1 Original, 5 Copies, and 1 Electronic (CD or Flash Drive)

SCHEDULED CALL-IN MEETING: Mandatory Call-In Meeting on Tuesday, October 4, 2016 at 10:30AM MST.

- **Instruction for Call-In Meeting:** Call 1-866-730-0342, and enter the following passcode: 3424360. (Limit of two phone calls per contractor.)

NON-MANDATORY SITE WALK: Non-Mandatory Site Walk on Thursday, October 6, 2016 at 9:00AM MST. Meeting will begin in lobby of Barbara and Bill Richardson Pavilion.

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TITLE: UNMH Wayfinding

THE FOLLOWING INFORMATION MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL:

TELEPHONE NUMBER FOR OFFER CLARIFICATION:

NAME: _____ EMAIL: _____
TITLE: _____ FAX NUMBER: _____

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

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

AGREEMENT TO SUPPLY BONDS: Bonds will not be required for consulting services provided by signee.

AUTHORIZED REPRESENTATIVE: The undersigned, as an authorized representative for the Offeror Company named below, acknowledges that he/she has examined this Request for Proposal with its related documents, and being familiar with all of the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials, and supplies necessary to comply with the requirements and specifications in accordance with the Terms and Conditions set forth herein and at the prices stated in the offer. The undersigned Offeror further states that the company submitting this offer is not in violation of any applicable Conflict of Interest laws or regulatory or any other related clauses included in this RFP.

COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
PRINTED OR TYPED NAME: _____
TITLE: _____ DATE: _____
PHONE: (____) _____ FAX: (____) _____ EMAIL: _____
CONTRACTOR'S LICENSE NUMBER: _____
CONTRACTOR'S FEDERAL TAX ID NO. _____
NEW MEXICO GROSS RECEIPTS TAX NO _____

SECTION I
UNIVERSITY OF NEW MEXICO HOSPITALS
INTRODUCTION, PURPOSE AND SCOPE OF SERVICES

Introduction:

UNMH is New Mexico's only academic medical center and the State's only Level One Trauma Center, treating nearly 90,000 emergency patients during more than 500,000 outpatient visits annually.

UNMH 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.

UNM Hospitals ("UNMH") is requesting proposals from firms qualified to provide professional services for Wayfinding Consulting Services.

Statement of Purpose:

Through this RFP, UNMH seeks to satisfy the following objectives:

- Enhanced customer satisfaction and improvements
- Facilitate purchases and not limit UNMH choices or negate clinical requirements
- Obtain an extensive selection of products and services
- Support Offeror(s) that act in an efficient and effective responsible manner.

Scope of Services:

1. For exterior signs around the Main Hospital Campus, the current exterior sign standard will be provided (Exhibit A). The contractor will be responsible for determining the location of each sign within a given boundary (Exhibit B). The contractor will mark the locations on a campus map within the scope of work boundary. The existing sign standard will be incorporated as details. Details will be referenced with a dimensioned layout of each sign.
2. The Vista system is currently utilized for interior signs at UNMH. The contractor will be responsible for creating a new design. Three designs for a standard sign will be provided to UNMH for approval before proceeding. The design includes details such as colors, logo, font, and text size. Once a design has been determined the contractor will create a new sign standard for UNMH. The sign standard must meet or exceed local, federal, ADA, and Department of Health Guidelines. The contractor's standard will include diagrams with dimensions for standard signs such as patient rooms, offices, restrooms, stairs, etc.
3. Once a design and sign standard has been determined and approved by UNMH the contractor will determine new wayfinding that follows the new sign standard for select UNMH buildings provided in a given boundary (Exhibit C). The three buildings include the UNMH Main Hospital, Barbara and Bill Richardson Children's Pavilion, and Ambulatory Care Center (ACC). Department Maps for these three buildings are provided (Exhibit D). The contractor will determine the most efficient wayfinding for patients and visitors. Wayfinding for these buildings will be determined and be delivered with locations and details on architecture maps. The contractor will reference each detail and provide dimensioned layouts of each sign at that specified location.

The awarded consultant will be required to deliver in both hard copy and electronic copy (AutoCAD, Excel, etc...) to UNMH the following:

- Exterior Sign schedule including locations and details

- Interior Sign schedule including locations and details
- Interior wayfinding standard for UNMH to include colors, text font/heights, layouts, ADA requirements, and design specifications.

Prior to the design and wayfinding standard being finalized UNMH must authorize each proof.

The wayfinding consultant must be able to respond to any questions or concerns of the UNMH Planner within 24 hours or one (1) business day.

SECTION II UNIVERSITY OF NEW MEXICO HOSPITALS EVALUATION CRITERIA
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General:

This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be the primary factor in the proposal evaluation with negotiable expectations. 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 on the basis of the greatest benefit to UNMH.

All responses to this Request for Proposals, as well as any resulting contract(s), will become public information upon completion of UNMH contract negotiation process and UNMH's issuance of notice of award.

Criteria:

I. Business Profile, Financial and References Qualifications (10 Points Possible)

- a. Provide a brief narrative of your firm identifying number of years in business, number of employees, organizational structure, mission statement, location of business, location of staff, and type of ownership. Offeror should provide basic non-confidential financial information sufficient for UNMH 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 a public annual report, banking information and/or guarantees.
- b. 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.
- c. Provide no less than three (3) references of customers you have entered 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.
- d. List any other factor known that could materially impair your ability to carry out the duties and obligations under this Agreement or that could materially affect your decision.

II. Prior Experience and Previous Sign Standard/Wayfinding Examples (35 points possible)

- a. Provide an in depth description of the services provided for the references provided above.
- b. Describe in detail any unique features and functionalities of the services being proposed.
- c. Have your services been awarded for excellence by any agency?
- d. Has a customer ever rejected or returned your products? If yes, please explain and provide customer name and location.
- e. How does your company ensure that the processes being used are correct?
- f. Tell us how your company will ensure your design will meet UNMH requirements.
- g. Does your company have a quality assurance program? If yes, describe the procedures your company has in place.
- h. Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in this RFP.
- i. Describe in detail your ability to provide superior ongoing customer support and service to UNMH.

- j. Provide the greatest amount of meaningful detail possible to describe the proposed services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. 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.
- k. Provide vendor responsibilities and resources needed from the University of New Mexico Hospital.
- l. Depending on the nature of the work, Offeror may be required to possess specialty licensure/certification. What certifications must your company possess in your industry? What certifications does your company currently possess? Do you have any pending certifications?
- m. Describe in detail any unique services and/or miscellaneous capabilities your company can provide to UNMH.
- n. Describe in detail listing all the steps of services from initial request through invoicing as well as the support structure solution your company is offering to UNMH including but not limited to access to specialized expertise in support of planning and problem resolution process for support of UNMH personnel.
- o. What is your company's problem resolution process?
- p. In the event of delays in delivery of products, absenteeism, etc., delineate your back-up resources for both delivery and personnel.

III. Proposed Project Schedule. (20 Points Possible)

- a. Provide a point by point schedule for services from initial request to invoicing for the scope of work and service requirements identified in Scope of Work, including proposed dates for visits to the facility, proofs, any necessary revisions, and final design. Clearly showing a schedule 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. 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.

IV. Price Proposal (35 Points Possible)

- a. Prices – All prices/discounts shall be F.O.B. destination and shall include all labor, software, surcharges, administrative costs, meals, bed, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP.
- b. UNMH is seeking an all-inclusive price for the services as called for in this RFP. Offeror shall complete and submit Exhibit F: Cost Response Form – please provide in itemized format with options available.

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

Section	Evaluation Criteria	Total Points Possible
I.	Business Profile, Financial and References Qualifications	10
II.	Prior Experience and Previous Sign Standard/Wayfinding Examples	35
III.	Proposed Project Schedule	20
IV.	Price Proposal	35
	Maximum Points Possible	100

****A five percent (5%) preference will be given to Registered New Mexico Residential Businesses. To claim the preference, a copy of the resident business certificate or resident contractor certificate must accompany the response to this RFP. The certificate may be obtained from the New Mexico Revenue and Taxation Department.***

SECTION III
UNIVERSITY OF NEW MEXICO HOSPITALS
GENERAL TERMS AND CONDITIONS

PROPOSAL SUBMITTALS

Proposals must be submitted to the above address no later than the time and date specified above. All information must be entered in ink or typed. Corrections must be initialed by individual signing the offer. The proposal title, number, opening date and time must be clearly indicated in the lower left corner of your sealed proposal envelope. Failure to properly label your envelope may result in your proposal not being included in the proposal opening and evaluation. Please see Section III for additional Instructions to Offerors.

TERMS AND CONDITIONS:

The purchase of any material(s), good(s) and/or service(s) awarded under this RFP are subject to University of New Mexico Hospitals Professional Services Agreement, in addition to other statements contained in this RFP. Offerors may submit alternate terms and conditions; however, UNMH reserves the right to reject the language if it is considered to not be in the best interest of UNMH.

1. **AGREEMENT TERMS AND CONDITIONS:** The agreement between UNMH and an Offeror will follow the format specified by UNMH and contain the terms and conditions set forth in this RFP. However, UNMH reserves the right to negotiate with a successful Offeror, provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the UNMH's terms and conditions, as contained in this Section; the Offeror must propose specific alternative language that would be acceptable to UNMH. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to UNMH and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by specific proposed alternate wording.

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 UNMH.
3. **AWARD – MULTIPLE:** UNMH reserves the right to make multiple awards of the items, projects and/or sections of this request.
4. **CANCELLATION:** UNMH reserves the right to cancel without penalty, this request, the resultant contract or any portion thereof for unsatisfactory performance, cancellation of the project or unavailability of funds.
5. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after the award can only be made if agreed to in writing by UNMH.
6. **CONFLICT OF INTEREST FORM:** The Offeror, Vendor or Contractor is required to sign the attached Supplier Conflict Of Interest and Debarment and Suspension Certification Form. Failure to provide UNMH with a completed Conflict of Interest Form and the Debarment and Suspension Certification Form may result in Offeror's RFP being considered non-responsive.
7. **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.
8. **COST ANALYSIS/BREAKDOWN REQUIRED:** A cost analysis or breakdown of the offered cost is

required to be submitted with your RFP. The cost analysis information may be marked as confidential information if it includes information the Offeror considers proprietary to the Offeror's operation. The total offered cost cannot be considered confidential.

9. **DAMAGE AND SECURITY OF UNMH PROPERTY:** The Offeror shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents and/or subcontractors. He shall save and keep harmless UNMH against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the Offeror's operations shall be repaired and/or restored to their original condition at the Offeror's expense, including but not limited to cleaning and painting. The Offeror shall be responsible for security of all his equipment and for the protection of work done under this contract until final acceptance of the work.

10. **DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated on the cover sheet, please state your earliest delivery date in your offer.

11. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until UNMH awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, UNMH shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

12. **DISRUPTION OF NORMAL ACTIVITY:** All work shall be performed so as not to interfere with normal University activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by UNMH's authorized representative prior to commencement of the work.

13. **EMPLOYEE CERTIFICATION:** The Offeror and all Offerors' employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.

14. **EQUIPMENT REQUIRED:** The Offeror shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Request except as otherwise noted in the Specifications.

15. **GENERAL TERMS AND CONDITIONS:** UNMH's General Terms and Conditions are an equal and integral part of this request. All terms and conditions of this request will remain unchanged for the duration of the contract and will supersede and take precedence over any Offeror's agreement forms. Offeror must include a detailed description regarding any exceptions to the terms and conditions of this RFP. If exceptions or deviations are not clearly stated, it is understood that the terms and conditions of this proposal shall govern.

UNMH reserves the right to reject any proposal that does not meet the terms and conditions of the request for proposal. It further reserves the right to accept or reject any modifications to the terms and conditions if it is in the best interest of the UNMH to do so.

16. **GOVERNING LAW:** This RFP and the resultant contract and/or Purchase Order will be interpreted and governed by the laws of the State of New Mexico.
17. **INSPECTIONS, OFFEROR:** The Offeror shall be responsible for securing at his expense, all required inspections to comply with Federal, State and/or local regulations governing the work performed under this RFP. The UNMH will inspect all work done under this RFP to verify compliance with specifications contained in this RFP.
18. **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. This Request for Proposal Number must appear on the Certificate of Insurance.
19. **LICENSES/PERMITS/EASEMENTS:** The Offeror shall be responsible for obtaining, at his expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this Request.
20. **MEMBERSHIP IN PURCHASING GROUPS:** UNMH is eligible and will at its discretion, accept Novation, GSA SPD, or UHC contract pricing, where applicable, and when it is the lowest price.
21. **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 within the contract resulting from the reward of this RFP.
22. **MULTI-TERM CONTRACT:** Pursuant to Section 13-1-151 NMSA 1978, it has been determined that the estimated requirements covered in this contract are reasonably firm and continuing; and that a multi-term award will serve the best interests of the UNMH.
23. **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this Request shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMH's authorized representative.
24. **NON-PERFORMANCE PENALTIES:** The Offeror agrees to pay UNMH an amount equal to \$50.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. UNMH may subtract this amount from any monies due to the Offeror.
25. **OFFEROR GUARANTEE:** The Offeror shall guarantee all materials, equipment and workmanship furnished and/or installed under this RFP to be free of defects and shall agree to replace solely at his expense, any and all defective equipment, parts, etc. within a one year period after the date of acceptance of the items and/or installation by the UNMH, unless otherwise agreed to in writing at the time of the award.
26. **OFFEROR SCHEDULE REQUIRED:** The Offeror shall include a proposed schedule for completion of work under this Request. It should contain an itemized break out of all items and projects and include testing dates, if applicable.
27. **OPTION TO RENEW:** The University reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMH. These renewal options will be exercised in increments as indicated in the proposal specifications, or if not stated, in one-year terms. The contract shall not exceed **(4)** four years including all renewals.

28. **OSHA REGULATIONS:** The Offeror shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this RFP. The Offeror shall defend, indemnify and hold UNMH, UNM Health Science Centers, and all Hospitals 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.
29. **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.
30. **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 Central Purchasing Office or the UNMH using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
31. **POTENTIAL COSTS-UNSPECIFIED:** The Offeror shall include as a separate item any unspecified additional costs, which may be incurred by UNMH as a result of a **rental** under this Request. This may include but should not be limited to, responsibility for damages to equipment, excessive wear charges, insurance, etc. Please note that no additional costs will be paid by UNMH on rentals under this Request unless these potential additional costs have been identified in the original offer.
- The Offeror shall include in his offer **all material and labor** costs known to be required to complete the work under this request including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price proposal.
32. **PROTECTION OF CONFIDENTIAL DATA:** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information.
33. **PUBLIC WORKS BONDS:** Performance bonds must meet the requirements of 13-4-18 NMSA, 1978, as amended.
34. **REFERENCES REQUIRED:** Offeror must furnish a minimum of three (3) references of organizations and/or businesses that Offeror has provided with similar professional Services or items, unless otherwise stated in this Request for Proposal. The organization's name, a contact, telephone number and a brief description of the items and professional services provided are required for each reference. Failure to submit the information may result in your offer being considered as non-responsive. Offeror, by furnishing these references, agrees to allow the UNMH to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. UNMH reserves the right to check any references known to them and to use information received from such references in making the award.
35. **RELATIONSHIP OF PARTIES:** The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNMH for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
36. **RELEASE UNM REGENTS:** The Offeror shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, The University, their officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from the contract. The Offeror agrees not to purport to bind the University of New Mexico, The University, or the State of New Mexico to any obligation not assumed in the contract by the Regents of The University of New Mexico, UNMH, or the State of New Mexico, unless the Offeror has express, written authority to do so, and then only within the strict limits of that authority.

37. **REMOVAL OF OFFEROR'S EMPLOYEE(S)**: UNMH may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMH may immediately terminate, with written notice to Offeror, the services of any Contactor employee, if the University of New Mexico's management believes in good faith that Offeror's employee is unable to perform the services with reasonable skill. Offeror's agreement may also be terminated if Offeror's liability insurance coverage is modified or terminated.
38. **RFP NEGOTIATION**: Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably likely to be selected for award. UNMH is under no obligation to conduct discussions with any or all Offerors.
39. **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 UNMH. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.
40. **RETENTION OF RECORDS**: Offeror will maintain detailed records indicating the date, time and nature of services provided under this Agreement for a period of at least five years after termination of this Agreement, and will allow access for inspection by UNMH, 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 provision of services under this Agreement.
41. **RIGHT TO PROTEST**: The solicitation of the award of a Request for Proposal (RFP)/Invitation for Bid (IFB) may be protested as per the UNM Purchasing Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/reg11.pdf>.
42. **RIGHT TO WAIVE MINOR IRREGULARITIES**: The UNMH Evaluation Committee reserves the right to waive minor irregularities. The UNMH 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 UNMH Evaluation Committee.
43. **SCHEDULE DELAYS**: If after the award, the Offeror becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Offeror of its contractual obligations: however, failure to notify UNMH promptly will be a basis for determining the Offeror responsibility in an otherwise excusable delay.
44. **SHORT LIST**: As stated in rule GSA 89-601 of the State of New Mexico Procurement Code regulations, for the purpose of evaluation and conducting discussion, a "Short List" may be generated. Proposals shall be ranked and the Offeror's who submitted the highest ranked proposals will be selected for the short list and will be eligible for evaluation and final negotiation.
45. **SITE FAMILIARITY**: 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 he has thoroughly inspected the site and work to be done and that his 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 for any claim, demand for adjustment or the withdrawal of an offer after the opening.

46. **SITE INSPECTION**: The site(s) referenced in this document are available for inspection. Arrangements can be made by contacting the Buyer or Technical contacts on the cover sheet.
47. **START UP SCHEDULE**: The Offeror shall be available to begin work and/or deliver goods or services within (7) seven days of notification to begin and complete the work and/or delivery of goods or services within the time frame stated in the offer. The individual with the authority to schedule the work and/or delivery of goods or services will be designated by UNMH.
48. **STATE AND LOCAL ORDINANCES**: The Offeror shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved.
49. **SUBCONTRACTORS**: Any work subcontracted by the Offeror shall require the prior written approval of the subcontractor by UNMH. In the case of construction projects exceeding \$5,000, the requirements of Chapter 13-4-34 through 13-4-41 of the New Mexico Statutes apply.

Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.
50. **TERMINATION PROVISION**: The contract resulting from the RFP award may be terminated by either party upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations, nor liabilities already incurred for performance or for failure to perform prior to the date of termination.
51. **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.
52. **USED EQUIPMENT OFFERS**: Offerors of used equipment will be considered. Offerors must provide the following information for any used equipment offered: age, condition, previous owner (name & phone), warranty and details of reconditioning, if any. An independent appraisal, paid for by the Offeror, will be required on all used equipment with a cost of more than \$5,000.00 prior to the award.
53. **WAIVER**: The contract resulting from the RFP award 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 alleged to have granted the waiver.
54. **WARRANTY**: Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
55. **WORKMANSHIP/COOPERATION**: All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Offeror will cooperate with UNMH and other Offerors and coordinate their work involving other Offerors through UNMH's authorized representative.

SECTION IV
UNIVERSITY OF NEW MEXICO HOSPITALS
RFP INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGMENT OF ADDENDUM:** Offerors are responsible for and shall acknowledge receipt of any addendum to this Request for Proposal by identifying the addendum number and date in the space provided on the response form, page 2 of this RFP. All Addenda will be posted on the UNMH Proposal website: <http://hospitals.unm.edu/about/proposals.shtml>.
2. **ALTERNATE OFFERS:** Alternate offers will be accepted and considered provided they are “equal to” and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. UNMH reserves the right to make the final determination of whether an alternate offer is equal. It is the Offeror’s responsibility to provide, as part of the offer, descriptive literature and specification information on all alternate offers. References of current users should be included. If the item(s) offered are not clearly identified as alternate items(s) it is understood that the offer is for item(s) exactly as specified in this RFP.
3. **AMENDMENTS:** UNMH shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written, verbal, or inferred, will amend this RFP. Offerors are responsible to ensure they received all Addenda, if any.
4. **CANCELLATION:** The UNMH reserves the right to cancel without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.
5. **CASH AND PAYMENT DISCOUNTS:** UNMH will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost. UNMH will also take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible Offerors.
6. **CLARIFICATIONS:** Any clarification of instructions, terms and condition, insurance, bonds or offer preparation shall be made only by the Contract Specialist stated on the cover sheet of this RFP. Technical clarifications should be addressed to the contact identified on the cover sheet. Clarification must be submitted in writing and submitted and will be addressed as an addendum to be considered as part of this RFP.
7. **CONSIDERATION FOR ACCEPTANCE:** These discussions may relate to negotiated changes to any portion of the proposal. However, proposals may be accepted without discussions.
8. **EMAIL ADDRESS OR TELEPHONE PHONE NUMBER FOR QUOTE CLARIFICATION:** The Offerors must include an email address and a local or toll-free number for offer clarification. Failure to do so may result in the quote being classified as non-responsive.
9. **LATE SUBMISSIONS:** Late submissions of proposals will be not be considered unless it is determined by UNMH that late receipt was due solely to mishandling by UNMH, or if the proposal is the only offer received. All other late submissions will be returned unopened.
10. **MODIFICATIONS:** Only Modifications received prior to time specified for the proposal opening will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

11. **NUMBER OF COPIES OF PROPOSAL:** Please submit the required number of copies of your proposal and all supporting documents as stated on the cover sheet. Failure to submit the required number of copies may result in your proposal being considered non-responsive.
12. **PERIOD FOR OFFER ACCEPTANCE:** Offerors agree that an offer made will be good for a period of sixty (60-calendar days), an additional time period may be requested in the RFP Scope of Work.
13. **PROPER ADDRESS:** Indicate address to which The UNMH Purchase Orders should be sent, if different from address shown on page 2 of this proposal.
14. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the contract is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNMH Purchasing Regulations 11.6.3).
15. **REJECTION OF OFFERS:** UNMH reserves the right to award offers based on evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interests of UNMH.
16. **SEALED PROPOSALS:** All proposals must be sealed and submitted in the prescribed manner and must be signed. The authority of the individual signing the offer must be stated in the proposal.
17. **SUBMISSIONS OF DRAWINGS/LITERATURE:** The submission of drawings and literature to be used in the evaluation of the offer must be made by the closing date and time to be considered. All submissions shall be made at no expense to UNMH. Returns of submissions will be made only when requested by the Offerors and only at Offeror's expense.
18. **TAXES:** UNMH is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by an Offeror. Services are not exempt. Taxes on services should be included as a separate line item and not included in any base price quote. Applicable taxes are excluded from the proposal evaluation. A non-taxable transaction certificate will be provided upon request.
19. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, electronically or in person, by an authorized representative of the Offerors, any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

SECTION V
UNIVERSITY OF NEW MEXICO HOSPITALS
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE: The Offeror shall furnish UNMH 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 UNMH copies of limits. The Certificate of insurance shall be in the form of Alas Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with UNMH and shall also contain the following statements:

1. “The Regents of The University of New Mexico, The University of New Mexico, its agents, servants and employees 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 Insurance 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 subcontractor or sub subcontractor similarly to provide Worker’s Compensation Insurance for all the subcontractor’s or sub subcontractor’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 Statute, the Offeror shall provide and shall cause each subcontractor or sub subcontractor to provide Employer’s insurance in an amount of not less than \$500,000.

OFFERORS PUBLIC LIABILITY INSURANCE: The Offerors 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 \$100,000 for property damage for a total maximum liability of \$1,150,000 per occurrence.

OFFERORS 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 and renewals. The limits effective July 1, 1992 are:
Bodily injury \$750,000 Each Occurrence--Property Damage \$100,000 Each Occurrence

OFFERORS/SUB SUBCONTRACTOR’S PUBLIC AND VEHICLE LIABILITY INSURANCE: The Offeror shall either:

1. Require each subcontractor or sub subcontractor 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 subcontractors of sub subcontractors 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 of New Mexico, in which work is to be done and acceptable to UNMH. The Offeror shall not violate, or 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.

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

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$10,000 OR GREATER

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 (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 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 quote 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 UNMH Purchasing Department 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 quote 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 (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: _____

SECTION VII
UNIVERSITY OF NEW MEXICO HOSPITALS
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES (PURCHASE ORDERS)

1. **ACCEPTANCE AND REJECTION:** If prior to final acceptance, any goods or services that are found to be defective or not as specified, or if the UNMH is entitled to revoke acceptance of them UNMH 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 the UNMH's option. Offeror shall reimburse the UNMH for all incidental and consequential costs related to unaccepted goods or service. 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.
2. **AGREEMENT:** This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by Implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order proposed by Offeror are deemed rejected unless agreed to in writing by an appropriate UNMH official.
3. **ASSIGNMENT:** This Purchase Order is assignable by UNMH. Except as to any payment due hereunder, this Purchase Order is not assignable by Offeror without written approval from UNMH.
4. **CHANGES:** UNMH may make changes within the general scope of this Purchase Order 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 this Purchase Order, an appropriate equitable adjustment shall be made. No change by Offeror shall be recognized without written approval of UNMH. 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 charge. Nothing in this Paragraph shall excuse Offeror from proceeding with the performance of the Purchase Order as changed hereunder.
5. **CONFLICT OF INTEREST:** Offeror shall disclose to the UNMH Purchasing Department the name(s) of any University of New Mexico 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 University of New Mexico 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 UNMH Purchasing Department.
6. **DISCOUNTS:** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the appropriate University Department. In the event testing is required prior to acceptance; the discount time shall begin upon the completion of the tests.
7. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS:** Each party represents that neither it nor any of its management or any other employees or independent Offerors who will have any involvement in the services or service supplied under this RFP and subsequent Contract, 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 Offerors 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 Offerors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.
8. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, 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 in any other manner prohibited by law.

9. **FREE ON BOARD (F.O.B):** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is UNMH's designated campus address.
10. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed 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.
11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The parties agree to enter into a mutually acceptable amendment to the contract resulting from the award of RFP 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.
12. **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, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of UNMH. Offeror shall indemnify, defend and hold harmless UNMH, 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 UNMH against any joint and several liabilities imposed against UNMH with respect to strict product liability claims attributable to the fault of the Offeror.
13. **INDEPENDENT BUSINESS:** Neither Offeror nor any of its agents shall be treated as an employee of UNMH 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 this Purchase Order. Offeror further declares that it is engaged in the same or similar activities for other clients and that UNMH is not Offeror's sole or only client or customer.
14. **INSPECTION:** UNMH may inspect, at any reasonable time, any part of Offeror's plant or place of business, which is related to performance of this Purchase Order. 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.
15. **INSTRUMENTALITIES:** Offeror shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this Purchase Order or its attachments.
16. **OFFEROR COMPLIANCE:** The Deficit Reduction Act became effective January 1, 2007, please review and understand the compliance training material under the "Offerors Compliance" section of the UNMH Purchasing Department web page at www.unm.edu/~Purch.
17. **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 Offerors and not employees of UNMH. Offeror, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of UNMH as a result of this Purchase Order.

18. **OTHER APPLICABLE LAWS:** Any provision required being included in an agreement of this type by any applicable and valid executive order, Federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
19. **PAYMENT TERMS:** Upon written request from Offeror for payment, UNMH shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certification of acceptance. Late payment charges shall be of 1 and 1/2 percent per month.
20. **PATENT AND COPYRIGHT INDEMNITY:** Offeror shall indemnify, defend and hold harmless UNMH 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.
21. **PAYROLL OR EMPLOYMENT TAXES:** No Federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by UNMH 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.
22. **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.
23. **TERMINATION AND DELAYS:** UNMH may by written notice, stating the extent and effective date terminate this Purchase Order for convenience in whole or in part, at any time. UNMH 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; and (2) incidental damages, not otherwise recoverable from other sources by Offeror, as approved by UNMH, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Offeror's actual cost, and may not include anticipated profits. UNMH shall not be liable for consequential damages. UNMH may by written notice terminate this Purchase Order in whole or in part for Offeror's default if Offeror refuses or fails to comply with the provisions of this Purchase Order 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, UNMH may otherwise secure the materials, supplies or services ordered, and Offeror shall be liable for damages suffered by UNMH thereby, including incidental and consequential damages. If after notice of termination, UNMH determines Offeror was not in default, or if Offeror's default is due to failure of UNMH, termination shall be deemed for the convenience of UNMH. The rights and remedies of UNMH provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Offeror" includes Offeror and his sub-suppliers at any tier.

Offeror agrees that it and its subcontractors 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 this Purchase Order on premises occupied by or under the control of UNMH. The liability of UNMH will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

24. **TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to UNMH upon acceptance at the FOB point specified, subject to the right of UNMH to reject. For any exception to the delivery date specified, Offeror shall give prior notification and obtain approval thereto from UNMH's Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.
25. **WARRANTIES:** Offeror warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, 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.

26. **WORKERS COMPENSATION**: No workers compensation insurance has been or will be obtained by UNMH 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.

**SECTION VIII
UNIVERSITY OF NEW MEXICO HOSPITALS
ATTACHMENTS OR EXHIBITS**

1. Exhibit A: UNM Exterior Sign Standard
2. Exhibit B: Exterior Scope of Work Boundary
3. Exhibit C: Interior Scope of Work Boundary
4. Exhibit D: UNMH Department Maps
5. Exhibit E: UNMH Professional Services Agreement
6. Exhibit F: Cost Response Form