



Purchasing Department
ATTN: Kerri Hanley
933 Bradbury Dr. SE, Suite 3165
Albuquerque, New Mexico 87106

REQUEST FOR PROPOSAL NUMBER: 386-18 DUE DATE: MAY 18, 2018 TIME: 4:00 PM MDT

TITLE: Mechanical (HVAC) Preventative Maintenance Services/Repair/Replacement for UNM Hospitals and UNM Sandoval Regional Medical Center

University of New Mexico Hospital and UNM Sandoval Regional Medical Centers (UNMH AND UNM SRMC) invites you to submit an offer for materials and services for the following RFP for Mechanical (HVAC) system preventative maintenance for all UNM Hospitals facilities. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and 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).

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.

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UNMH AND UNM SRMC Procurement Specialist Contact Information:

Name: Kerri Hanley
Telephone: 505-925-4333
E-mail: knhanley@salud.unm.edu

OTHER INFORMATION:

DEADLINE FOR QUESTIONS: Question deadline is May 2, 2018 no later than 4:00 PM MDT. Questions to be sent via e-mail to Buyer and Technical listed under Contact Information.

NUMBER OF COPIES REQUIRED: 1 Original and 4 Copies

SCHEDULED SITE VISITS: By appointment only with Kerri Hanley. See contact information above.

FREIGHT TERMS: FOB Destination

PAYMENTS TERMS: Net 30 Days

FORMS AND ATTACHMENTS:

The RFP submission forms and attachments and the other documents requiring the execution of the Offeror shall be completed by a duly authorized 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.

TERMS AND CONDITIONS:

The purchase of any material(s) and/or service(s) awarded under this RFP are subject to The University of New Mexico's (UNM)(s) General Terms and Conditions, The Standard Terms and Conditions for Goods and Services, in addition to other statements contained in this RFP. Offeror's may submit alternate terms and conditions; however, UNMH AND UNM SRMC reserves the right to reject the language if it is considered to not be in the best interest of UNMH AND UNM SRMC.

SECTION I
UNIVERSITY OF NEW MEXICO
INSTRUCTIONS TO OFFEROR'S

1. **ACKNOWLEDGMENT OF ADDENDUM:** Offeror's 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.
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 AND UNM SRMC 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. **CANCELLATION:** The UNMH AND UNM SRMC reserves the right to cancel without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.
4. **CASH AND PAYMENT DISCOUNTS:** UNMH AND UNM SRMC 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 AND UNM SRMC 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 Offeror's.

5. **CLARIFICATIONS:** Any clarification of instructions, terms and condition, insurance, bonds or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarification must be in writing and submitted as an addendum to be considered as part of this RFP.
6. **CONSIDERATION FOR ACCEPTANCE.** These discussions may relate to negotiated changes to any portion of the proposal. However, proposals may be accepted without discussions.
7. **EMAIL ADDRESS OR TELEPHONE PHONE NUMBER FOR QUOTE CLARIFICATION:** The Offeror's 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.
8. **LATE SUBMISSIONS:** Late submissions of proposals will be not be considered unless it is determined by UNMH AND UNM SRMC that late receipt was due solely to mishandling by UNMH AND UNM SRMC, or whenever the proposal is the only offer received. All other late submissions will be returned unopened.
9. **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.

10. **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.
11. **PERIOD FOR OFFER ACCEPTANCE:** Offeror's agrees 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.
12. **PROPER ADDRESS:** Indicate address to which The UNMH AND UNM SRMC Purchase Orders should be sent, if different from address shown on page 2 of this proposal.
13. **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 AND UNM SRMC Purchasing Regulations 11.6.3).
14. **REJECTION OF OFFERS:** UNMH AND UNM SRMC 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 AND UNM SRMC.
15. **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.
16. **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 AND UNM SRMC. Returns of submissions will be made only when requested by the Offeror's and only at Offeror's expense.
17. **TAXES:** UNMH AND UNM SRMC 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.
18. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, electronically or in person, by an authorized representative of the Offeror's, any time prior to the award. Offeror's requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

SECTION II
THE UNIVERSITY OF NEW MEXICO
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE: The Offeror shall furnish UNMH AND UNM SRMC 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 AND UNM SRMC 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 UNM SRMC 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.

OFFEROR’S PUBLIC LIABILITY INSURANCE: The Offeror’s 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.

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

OFFEROR’S AND 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 AND UNM SRMC. The Offeror shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the

SECTION III
THE UNIVERSITY OF NEW MEXICO
INTRODUCTION AND SCOPE OF SERVICES

Introduction:

UNM Hospitals (“UNMH AND UNM SRMC”) is requesting proposals for mechanical system (HVAC) preventative maintenance services for all of its facilities.

UNMH AND UNM SRMC 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 AND UNM SRMC is also the largest clinical component of the University of New Mexico Health Sciences Center (UNMH AND UNM SRMCSC). Included within the UNM Hospital System are the Children’s Hospital, Children’s Psychiatric Center (CPC), UNM Psychiatric Center (UNMPC), Mental Health Center (MHC), and Carrie Tingley Hospital (CTH) as well as several other clinics.

UNMH AND UNM SRMC 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.

1. INTENT

- A.** The intent of this request is to establish a complete service agreement for maintenance and repairs of all piping systems to include cooling/heating lines, condensate lines, steam systems, refrigeration systems, related components and equipment, upon request, at the University of New Mexico Hospital and UNM Sandoval Regional Medical Centers in accordance with enclosed specifications. This agreement also includes services for filter changing at all the UNM Hospitals offsites. The service agreement will also cover the repair of UNM Hospitals building HVAC systems if authorized in writing and submission of a separate quotation.
- B.** It is the intent of the University of New Mexico Hospital and UNM Sandoval Regional Medical Center to award this Contract for an initial period of one (1) year, with the option to review and renew the contract for up to three additional one-year periods. Renegotiation of hourly rate will be conducted at each renewal period if appropriate. Renegotiation of hourly rates and other related cost for any extension period must be fully justified and fully documented.
- C.** Failure to comply with terms of this Request for Proposal or unsatisfactory performance on the part of the Offeror will constitute grounds for cancellation of the contract. Notification of intent to cancel will be provided in writing by UNMH AND UNM SRMC thirty (30) days prior to the cancellation date.

2. SCOPE

- A.** University of New Mexico Hospital and UNM Sandoval Regional Medical Centers (UNMH AND UNM SRMC) seeks properly licensed Mechanical Contractors(s) to provide services to include analysis, documentation, and maintenance of HVAC and mechanical systems. The work will include maintenance and possibly repairs of all mechanical piping systems for cooling, heating lines, refrigeration systems, and related components as well as steam lines and related equipment.

- B. Services will be provided on an “as-needed basis to be determined by UNMH AND UNM SRMC Facilities Manager, necessary to effectively manage air quality and minimize costly and risky HVAC system downtime with preventative maintenance and emergency repair services for UNMH AND UNM SRMC Off-Site Facilities.
- C. The Offeror shall hold all required licenses and shall submit proof with the submitted RFP response. Offeror shall follow the Uniform Mechanical Codes, ASHRAE Guidelines, National Electrical Code, AIA Guidelines, and DOH requirements.
- D. Prospective Offeror(s) shall, depending on their ability to provide all required services for one (1) or more UNMH AND UNM SRMC location as listed within Attachment A in this RFP. Due to the number of projects that must be accomplished in a limited amount of time and within budget, it is the intent of UNMH AND UNM SRMC to award an Agreement for each UNMH AND UNM SRMC location pursuant to the Procurement Code 13-1-153 NMSA 1978. UNMH AND UNM SRMC reserves the right to award a secondary contractor in a particular region if the workload for that particular region is needed to meet the project workload.

The general requirements of an experienced contractor should include, but is not limited to, the following:

Maintenance Type	Frequency	Description
Filter changes	Quarterly	Filters will be initialed and dated by service technicians to keep record of maintenance work
Condenser coils	Semi-annually	Coils on all HVAC equipment to be washed without the use of chemicals
Belt changes	Semi-annually	Belt changes to be done on all equipment with drive belts or as needed by wear of belts to include roof mount exhaust fans
Condensate traps	Semi-annually	To be done on all roof top HVAC equipment, must be free and clear
Bearings	Semi-annually	To be lubricated on applicable equipment including exhaust fans
Equipment condition and deficiencies	As needed	To be documented on work orders with models and serial numbers included
Facility HVAC inspections	As needed	To be performed by technicians when addressing temperature

		complaints or HVAC issues
Various repairs	As needed	To be communicated immediately to Facilities Manager

E. UNMH AND UNM SRMC and the CID will inspect work performed hereunder for compliance with all Federal, State, and Local codes and for the compliance with requirement of the specific job and this Request for Proposal. All work shall be performed in a safe, efficient, workmanlike and courteous manner.

F. The Offeror shall send only fully qualified and approved personnel to perform work under this contract. The Offeror shall submit with the response, a complete list of personnel proposed to perform the work, listing their qualifications and experience with the type and size of work required by this RFP. Each person will have a minimum of five (5) years' experience with all systems. Upon award of Contract, if the offeror desires to add personnel to his/her list submitted, the Offeror will submit for approval their individual qualifications and experience prior to working on UNMH AND UNM SRMC HVAC systems. The Offeror will also immediately notify UNMH AND UNM SRMC whenever approved personnel leave the company.

G. UNMH AND UNM SRMC reserves the right to purchase any or all materials required by work herein though its normal purchasing channel and to provide such material to the Offeror for installation or use. Material so provided shall not be marked up by the Offeror in any manner.

H. Each Project shall be invoiced separately and shall be referenced to UNMH AND UNM SRMC work order. Invoices showing cost of materials supplied and work subcontracted out must be attached to the Offeror's invoice. New Mexico gross Receipts Tax (NMGRT) is applicable to Offeror supplied Labor and Materials only, but not to any UNMH AND UNM SRMC supplied material, in performing authorized HVAC Work. Invoices shall be submitted to the Facilities- Plant Operations department within Thirty (30) days after completion and approval of work. Partial Payment invoicing will not be accepted unless previously approved by UNMH AND UNM SRMC's designee. UNMH AND UNM SRMC reserves the right to withhold payment on contested work until resolved and approved by the UNMH AND UNM SRMC's designee.

I. UNMH AND UNM SRMC may award multiple awards based on the criteria established. When work is required, each vendor awarded a contract may be contacted for a price quotation. The Offeror who provides the best quotation will be awarded the job. Award will generally be based on the lowest quoted price, but other factors may be considered, when necessary. Other factors may include, but not be limited to, amount of time required to complete a job, hours Offeror's employees are available for work, etc. When other factors are to be considered, those factors will be included in the requirements of the quotation. If Offeror of award under this RFP are not available for work, cannot be reached, or cannot meet any special requirements or a particular job, UNMH AND UNM SRMC reserves the right to seek alternate methods of accomplishing the required work, including seeking bids or proposals from different Offerors.

**SECTION IV
THE UNIVERSITY OF NEW MEXICO
EVALUATION CRITERIA**

General:

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 high quality product and services. The proposal award will be to multiple suppliers with a percent of using on a quarterly basis.

- A. EXPERIENCE, QUALITY, PROJECT PERFORMANCE (POSSIBLE 20 POINTS)**
1. The Offeror shall send only fully qualified and approved personnel to perform work under this contract. The Offeror shall submit with the response, a complete list of personnel proposed to perform the work, listing their qualifications and experience with the type and size of work required by this RFP. Each person will have a minimum of five (5) years' experience with all systems. Upon award of Contract, if the offeror desires to add personnel to his/her list submitted, the Offeror will submit for approval their individual qualifications and experience prior to working on UNMH AND UNM SRMC HVAC systems. The Offeror will also immediately notify UNMH AND UNM SRMC whenever approved personnel leave the company.
 2. Describe quality control, scope of work and ability to meet schedules
 3. Identification:
 - a. While working on UNMH AND UNM SRMC Property, all Offerors' employees are required to wear a UNMH AND UNM SRMC issued Contractor's Badge as a form of identification also uniforms, badges, etc. indicating the company and the employee's name. The Offerors' employee must also have an Environment of Care badge issued by UNMH AND UNM SRMC prior to working at any UNM Hospitals Facilities.
 4. Drug Testing and Criminal Background Checks
 - a. If a UNMH AND UNM SRMC manger/supervisor has reasonable cause to believe that a contractor's employee could be impaired by alcohol, drugs etc., and the contractor's employee will be questioned about such possible impairment. If the supervisor feels that the contractor's employee is not able to safely perform his or her duties, the manager/supervisor will demand the contractor remove the employee from the premises.
 5. Background Checks
 - a. Offeror will ensure that all employees referred to UNMH AND UNM SRMC for contracted work will have passed an extensive 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. Offeror will not refer to UNMH AND UNM SRMC any employees who have had any

felony conviction. Offeror must also verify visa employment status of employees as required by the U.S. Immigration Department.

B. MANAGEMENT PLAN AND TECHNICAL APPROACH (POSSIBLE 30 POINTS)

1. The University of New Mexico Hospital and UNM Sandoval Regional Medical Center has several locations at the main hospital and offsite locations that will be included for service. These locations are listed on attachment A. UNMH AND UNM SRMC may add additional locations as needed.
2. Because of the nature of many of the occupancies in UNMH AND UNM SRMC buildings, preventative maintenance of HVAC and mechanical systems is critical. UNMH AND UNM SRMC shall provide technical assistance in locating and obtaining entry to mechanical piping and HVAC systems.
3. The Offeror shall consist of furnishing materials and qualified labor to install, repair or replace mechanical piping and HVAC systems throughout the UNMH AND UNM SRMC, as well as maintenance and documentation of building mechanical piping and HVAC service.
4. The work may include, but not be limited to, the following:
 - a. Maintenance of existing mechanical piping and HVAC systems.
 - b. Locating faults while the system is inoperable.
 - c. Installation or repair to mechanical piping and HVAC systems.
 - d. Please also reference SECTION IV, 2.A in this RFP
5. Demonstrate overall technical and organizational capability and experience including Management Team and Key Personnel
6. Demonstrate ability to work within limitations and locations of sites
7. Provide information that documents consulting and observation tasks and subtasks to be performed
8. Describe approach to assigning personnel to manage multiple projects throughout the metropolitan area of Albuquerque
9. Scheduling:
 - a. Work performed under this Contract shall be performed during normal working hours (7:00 A.M. and 4:00 P.M.) and normal working days, Monday through Friday, unless otherwise specifically requested and authorized by a duly designated agent of the Hospital. The names(s) of such duly designated agents(s) shall be supplied to the Offeror within ten (10) days after the date of Contract award. The Offeror shall make every attempt to schedule the work so as not to interfere with the operations of the affected department or user(s). Work shall be scheduled with in two (2) working days after notification to the Offeror. Access to the buildings will be provided by the

Facilities Plant Operations Department. The Offeror may obtain keys to the buildings and certain areas within them on an “as needed” basis and with the payment of a refundable \$25.00 per key deposit.

10. Work Order Request:

- a. The Offeror shall be authorized to perform work through the issuance of a Maintenance Work Order by the duly designated agents(s) of the Hospital. The Work Order will specify the work location and a general description of the work to be performed. The designee will also provide a briefing on the work to be performed, material used, and any other comments or recommendation he deems necessary. The Work Order must be submitted with any invoice for payment and must be signed/authorized by the UNMH AND UNM SRMC designee.

11. Emergency Response:

- a. If a Work Order Request is classified by the UNMH AND UNM SRMC designee as an “Emergency Request”. Such work will be scheduled by the Offeror at once and shall automatically authorize the Offeror to perform overtime work if the must be performed during non-standard working hours. Response to “Emergency Work” shall be immediate and shall be handled in accordance with this paragraph and the General Conditions.

C. COST PROPOSAL (POSSIBLE 40 POINTS)

1. Offerors must complete and submit with their proposals the fee response form found in SECTION VI of this RFP.
 - a. Labor rate shall be inclusive of all costs, including, but not limited to travel time, normal tools, material deliveries by Offeror’s personnel, Offeror’s vehicles, etc. Labor hours shall be based on a calculated based on presence at the site. Travel time to and from the job shall not be included. Necessary travel in the performance of the job after reporting shall be acceptable.
 - b. Discount associated with supplying materials, rental equipment, etc.

D. REFERENCES, HEALTHCARE PREFERRED (POSSIBLE 10 POINTS)

1. 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 AND UNM SRMC to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. UNMH AND UNM SRMC reserves the right to check any references known to them and to use information received from such references in making the award.

E. EVALUATION SUMMARY: The following is a summary of the evaluation factors and the weighted value assigned to each.

1.A	EXPERIENCE, QUALITY, PROJECT PERFORMANCE (Section IV, A 1-5 above)	20	POINTS POSSIBLE
1.B	MANAGEMENT PLAN AND TECHNICAL APPROACH (Section IV, B1-11 above)	30	POINTS POSSIBLE
1.C	COST PROPOSAL (Section IV, C1 above)	40	POINTS POSSIBLE
1.D	REFERENCES, HEALTHCARE PREFERRED (Section IV, D 1 above)	10	POINTS POSSIBLE
	<i>TOTAL</i>	<i>100</i>	<i>POINTS POSSIBLE</i>

SECTION VI
THE UNIVERSITY OF NEW MEXICO
ATTACHMENTS, EXHIBITS OR EXCEL SPREADSHEET

FEE RESPONSE FORM

I/We propose the following to supply Work Order service to UNMH AND UNM SRMC in accordance with the provision of Request for Proposal No. _____

1. Regular hourly labor rate per person \$_____
2. Overtime hourly labor rate per hour per person \$_____
3. All materials, rental equipment, etc. will be provided at the offeror's list price less the indicated discount from list. No mark-ups or other charges will be accepted. Price lists may be required at any time during the evaluation process or contract period. Material and rental equipment invoices shall be submitted with the offeror's application for payment. The discount percentage will be:
 Materials List less _____%
 Rental Equipment @ cost plus _____%
4. Number of approved personnel carried on offeror's payroll to accomplish the work. _____.
 Employees trained _____.
5. Do you have a Drug Testing Program for your employees?
6. Do you perform criminal background checks on your employees?

I/We hereby certify that I have inspected the job site, fully understand and accept the terms and conditions, Insurance requirements and specifications of the RFP No. _____

_____ Date: _____
 Company Name

 Address

_____ Title _____
 Authorized Signature

_____ Email _____
 Telephone Number:

Proof of Insurance

A brief overview of your Company

Other information you feel is relevant to your success as an offeror

Questions on the Specifications

Any questions you may have concerning the enclosed specifications should be directed to Kerri Hanley, knhanley@salud.unm.edu.

The deadline to ask clarification questions on this RFP by offerors is Wednesday, May 2nd 2018 no later than 3:00 PM MDT. All questions must be submitted in writing via email to both:

Kerri Hanley
Procurement Specialist
knhanley@salud.unm.edu

Richard Crise
Facility Manager
rcrise@salud.unm.edu

All proposals shall be submitted in one (1) original and three (3) hard copies and one cd or thumb drive, received no later than 2:00 pm MDT on Friday, May 18, 2018 and delivered to the UNM Hospital Purchasing Department, 933 Bradbury Dr. SE, Suite 3165, Albuquerque, NM 87106. Attn: Florencio Gallegos.

INCLUDE ENTIRE RFP DOCUMENT WITH ADDENDUMS IN YOUR RESPONSE

ATTACHMENT A			
UNM HOSPITALS FACILITIES FOR HAVC MAINTENANCE AGREEMENT			
Bid Lot			
	FACILITY		ADDRESS
A	OUTPATIENT SURGERY (OSIS)		1211 UNIVERSITY BLVD. N.E.
B	SATELITE BUILDING		1131 UNIVERSITY BLVD
B	ENDOSCOPY CLINIC		1001 DR.MARTIN LUTHER KING JR
B	UNIVERSITY FAMILY HEALTH		1209 UNIVERSITY BLVD. N.E.
B	HOPE BUILDING (BRADBURY)		933 BRADBURY NE
C	DERMATOLOGY BUILDING		1021 MEDICAL ARTS AVE N.E.
C	ORTHOPAEDICS CLINIC		1101-5 MEDICAL ARTS AVE N.E.
C	REHAB SERVICES		1025 MEDICAL ARTS AVE N.E.
C	SLEEP DISORDERS CENTER		1101-2 MEDICAL ARTS AVE N.E.
C	UNMH- LOBO CARE SR HEALTH		1101-4 MEDICAL ARTS
D	8200 CENTRAL CLINIC (SOUTH EAST HEIGHTS)		8200 CENTRAL
D	YOUNG CHILDRENS HEALTH		302 SAN PABLO SE
D	ACADEMY FAMILY HEALTH (NORTH EAST HEIGHTS)		18701 ACADEMY NE
E	PSYCH REHAB PROGRA		12001 Centro Familiar SW (UH)
E	SW MESA CLINIC (CENTRAL/UNSER)		301 UNSER NW
E	WEST SIDE CLINIC		4808 McMahan Blvd.NE
F	WOMEN AND CHILDRENS HEALTH (EUBANK CLINIC)		2130 EUBANK NE
F	4TH Street Clinic		3401 4th St NW
G	UNM Sandoval Regional Medical Center		3001 Broadmoor Blvd NE, Rio Rancho, NM 87144
G	UNM West		2600 College Blvd NE, Rio Rancho, NM 87144

*UNMH and UNM SRMC may add such other locations as needed

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

Date:

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.

ATTACHMENT C

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 13-1-1, 13-1-21.2 & 13-4-2 NMSA 1978,

Offerors Claiming 5% Preference Must be Certified Prior to IFB Opening):

- Resident Business: Pref. Number _____
- Resident Manufacturer: Pref. Number _____
- Resident Offeror: Pref. Number _____
- New Mexico state business enterprise: Yes _____ No _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this IFP and at the prices stated within the IFP.

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

ATTACHMENT D

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico Hospital and UNM Sandoval Regional Medical Centers 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. HUBZone Small Business Concern (**Must be SBA Certified**)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

THANK YOU FOR YOUR COOPERATION

Signature and Title of Individual Completing Form:

Date _____

<p>Please return this form to: The University of New Mexico Hospital and UNM Sandoval Regional Medical Centers Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)</p>	<p>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.</p>
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Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. 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)

ATTACHMENT E

THE UNIVERSITY OF NEW MEXICO HOSPITAL AND UNM SANDOVAL REGIONAL MEDICAL CENTERS 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 Hospital and UNM Sandoval Regional Medical Centers (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 Hospital and UNM Sandoval Regional Medical Centers 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 Hospital and UNM Sandoval Regional Medical Centers 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: _____

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.

ATTACHMENT G

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: _____

**THE UNIVERSITY OF NEW MEXICO
GENERAL TERMS AND CONDITIONS
ATTACHMENT H**

1. **ADDRESSES FOR NOTICES:** Any notice required to be given under this proposal or the resultant contract shall be in writing and delivered in person or via first class mail or overnight mail to the following address:

Mail and Delivery Address to: UNM Hospitals

**Purchasing Department
ATTN: Kerri Hanley
933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106**

2. **AGREEMENT TERMS AND CONDITIONS:** The agreement between UNMH AND UNM SRMC and an Offeror will follow the format specified by UNMH AND UNM SRMC and contain the terms and conditions set forth in Sections "General Terms and Conditions" and "Standard Terms and Conditions for Goods and Services". However, UNMH AND UNM SRMC 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 AND UNM SRMC's terms and conditions, as contained in this Section; the Offeror must propose specific alternative language that would be acceptable to UNMH AND UNM SRMC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to UNMH AND UNM SRMC and will result in disqualification of the Offeror's proposal. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by specific proposed alternate wording.

3. **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 AND UNM SRMC.
4. **AWARD – MULTIPLE:** UNMH AND UNM SRMC reserves the right to make multiple awards of the items, projects and/or sections of this request.
5. **BID SECURITY:** Bid security shall be required in a bond equal to 5% of the offered cost or the equivalent amount in a certified or cashier's check. The bond shall be provided by a surety company authorized to do business in the State of New Mexico. The bid security will be returned to the successful Offeror upon completion of the work. The bid security of the unsuccessful Offeror's will be returned upon award of the contract. Bid security of any Offeror who withdraws their offer following the opening but prior to the award, may be retained by the UNMH AND UNM SRMC. Failure to include the bid security with your offer will result in your offer being declared non-responsive.
6. **BRAND NAME OR EQUAL:** 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.
7. **BRAND NAME:** Brand name restrictions apply to this Request and alternate brands will not be considered.
8. **CANCELLATION:** UNMH AND UNM SRMC 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.
9. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after the award can only be made if agreed to in writing by UNMH AND UNM SRMC.
10. **CLEAN UP:** It is the Offeror's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of the work, all areas shall be cleared of all Offeror's equipment, excess materials and rubble.
11. **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 AND UNM SRMC with a completed Conflict of Interest Form and the Debarment and Suspension Certification Form may result in Offeror's RFP being considered non-responsive.
12. **COOPERATION AND DISPUTE RESOLUTION:** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises 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.

13. **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.
14. **DAMAGE AND SECURITY OF UNMH AND UNM SRMC 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 AND UNM SRMC 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.
15. **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.
16. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until UNMH AND UNM SRMC 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 AND UNM SRMC 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.
17. **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 AND UNM SRMC's authorized representative prior to commencement of the work.
18. **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.
19. **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.
20. **GENERAL TERMS AND CONDITIONS:** UNMH AND UNM SRMC'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 AND UNM SRMC 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 AND UNM SRMC to do so.
21. **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.
22. **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 AND UNM SRMC will inspect all work done under this RFP to verify compliance with specifications contained in this RFP.
23. **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.
24. **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.
25. **MEMBERSHIP IN PURCHASING GROUPS:** UNMH AND UNM SRMC is eligible and will at its discretion, accept Novation, GSA SPD, or UHC contract pricing, where applicable, and when it is the lowest price.

26. **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 award of this RFP.
27. **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 AND UNM SRMC.
28. **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 AND UNM SRMC's authorized representative.
29. **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 AND UNM SRMC, unless otherwise agreed to in writing at the time of the award.
30. **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.
31. **OPTION TO RENEW:** UNMH AND UNM SRMC reserves the option to renew the RFP's resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMH AND UNM SRMC. These renewal options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms. The contract shall not exceed **(4)** four years, including all renewals.
32. **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 AND UNM SRMC, 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.
33. **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.
34. **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 AND UNM SRMC using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
35. **PERFORMANCE AND PAYMENT BONDS:** A performance bond and a payment bond, covering materials and labor, each in the amount of **100%** of the contract cost are required. The bond must be executed by the bidder with a surety company authorized to do business in New Mexico or other sureties approved by the State Board of Finance. The performance and payment bonds must be received by the buyer issuing the award within 5 days of the award and must reference this Request for Proposal Number on the face of the documents.
36. **POTENTIAL COSTS-UNSPECIFIED:** The Offeror shall include as a separate item any unspecified additional costs, which may be incurred by UNMH AND UNM SRMC 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 AND UNM SRMC 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.
37. **PROTECTION OF CONFIDENTIAL DATA:** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information.
38. **PUBLIC WORKS BONDS:** Performance bonds must meet the requirements of 13-4-18 NMSA, 1978, as amended.
39. **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 AND UNM SRMC to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. UNMH AND UNM SRMC reserves the right to check any references known to them and to use information received from such references in making the award.
40. **RELATIONSHIP OF PARTIES:** The parties and their respective employees are at all times acting as independent Offeror's. Offeror will not be considered an employee of UNMH AND UNM SRMC for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH AND UNM SRMC. 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.

41. **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 AND UNM SRMC, 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.
42. **REMOVAL OF OFFEROR'S EMPLOYEE(S):** UNMH AND UNM SRMC may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMH AND UNM SRMC 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.
43. **RFP NEGOTIATION:** Offeror's 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 Offeror's who submit offers found to be reasonably likely to be selected for award. UNMH AND UNM SRMC is under no obligation to conduct discussions with any or all Offeror's.
44. **REPLACEMENT PARTS:** The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacements parts shall be new unless otherwise agreed to in writing.
45. **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 AND UNM SRMC. 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.
46. **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 AND UNM SRMC, 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.
47. **RIGHT TO PROTEST:** The solicitation of the award of an 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>.
48. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The UNMH AND UNM SRMC Evaluation Committee reserves the right to waive minor irregularities. The UNMH AND UNM SRMC 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 AND UNM SRMC Evaluation Committee.
49. **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; they 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 AND UNM SRMC promptly will be a basis for determining the Offeror responsibility in an otherwise excusable delay.
50. **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.
51. **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.
52. **SITE INSPECTION:** The site(s) referenced in this document are available for inspection. Arrangements can be made by contacting the individual listed on the cover sheet.
53. **START UP SCHEDULE:** The Offeror shall be available to begin work and/or deliver goods or services within the time frame specified by the authorized UNMH AND UNM SRMC person's 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 AND UNM SRMC.
54. **STATE AND LOCAL ORDINANCES:** The Offeror shall perform work under this Purchase Order in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Offeror. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Offeror shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
55. **SUBCONTRACTORS:** Any work subcontracted by the Offeror shall require the prior written approval of the subcontractor by UNMH

AND UNM SRMC. 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.

56. **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.
57. **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.
58. **USED EQUIPMENT OFFERS:** Offeror's of used equipment will be considered. Offeror's 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.
59. **WAGE RATES:** Jobs with an estimated cost ~ \$60,000 done under this Request will subject to Public Works Minimum Wage Act (13-4-11 thru 14-4-17, NMSA, 1978 as amended) and per exhibit labeled "Wage Act". Minimum wages will be supplied at time of award or may be obtained from the Labor and Industrial Commission, 1596 Pacheco Street, Santa Fe, NM 87501. http://www.dws.state.nm.us/new/Labor_Relations/minwage.html.
60. **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.
61. **WARRANTY:** Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
62. **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 UNM SRMC and other Offeror's and coordinate their work involving other Offeror's through UNMH AND UNM SRMC's authorized representative.

**THE UNIVERSITY OF NEW MEXICO
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES (PURCHASE ORDERS)
ATTACHMENT I**

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 AND UNM SRMC is entitled to revoke acceptance of them UNMH AND UNM SRMC 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 AND UNM SRMC's option. Offeror shall reimburse the UNMH AND UNM SRMC 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 AND UNM SRMC official.
3. **ASSIGNMENT:** This Purchase Order is assignable by UNMH AND UNM SRMC. Except as to any payment due hereunder, this Purchase Order is not assignable by Offeror without written approval from UNMH AND UNM SRMC.
4. **CHANGES:** UNMH AND UNM SRMC 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 AND UNM SRMC. 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 AND UNM SRMC 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 AND UNM SRMC 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 Offeror's 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 Offeror's 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 Offeror's. 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. **FREIGHT 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 AND UNM SRMC'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 and fully to be performed with 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 AND UNM SRMC. Offeror shall indemnify, defend and hold harmless UNMH AND UNM SRMC, 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 AND UNM SRMC against any joint and several liabilities imposed against UNMH AND UNM SRMC 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 AND UNM SRMC 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 AND UNM SRMC is not Offeror's sole or only client or customer.
14. **INSPECTION:** UNMH AND UNM SRMC 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 "Offeror's Compliance" section of the UNMH AND UNM SRMC 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 Offeror's and not employees of UNMH AND UNM SRMC. Offeror, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of UNMH AND UNM SRMC 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 AND UNM SRMC 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 ½ percent per month.
20. **PATENT AND COPYRIGHT INDEMNITY:** Offeror shall indemnify, defend and hold harmless UNMH AND UNM SRMC 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 AND UNM SRMC 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 AND UNM SRMC 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 AND UNM 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: and (2) incidental damages, not otherwise recoverable from other sources by Offeror, as approved by UNMH AND UNM SRMC, 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 AND UNM SRMC shall not be liable for consequential damages. UNMH AND UNM SRMC 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 AND UNM SRMC may otherwise secure the materials, supplies or services ordered, and Offeror shall be liable for damages suffered by UNMH AND UNM SRMC thereby, including incidental and consequential damages. If after notice of termination, UNMH AND UNM SRMC determines Offeror was not in default, or if Offeror's default is due to failure of UNMH AND UNM SRMC, termination shall be deemed for the convenience of UNMH AND UNM SRMC. The rights and remedies of UNMH AND UNM SRMC 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 AND UNM SRMC. The liability of UNMH AND UNM SRMC 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 AND UNM SRMC upon acceptance at the FOB point specified, subject to the right of UNMH AND UNM SRMC to reject. For any exception to the delivery date specified, Offeror shall give prior notification and obtain approval thereto from UNMH AND UNM SRMC'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 AND UNM SRMC 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.