

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

REQUEST FOR PROPOSAL (RFP)

RFP Number: P396-19

TITLE: Spinal Implants

Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON February 11, 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

The Regents of the University of New Mexico, for its public operation known as UNM Health Sciences Center, specifically University of New Mexico Hospitals (“UNMH”) and UNM Sandoval Regional Medical Center, Inc. (“SRMC”) (For the purposes of this RFP, UNMH and SRMC are collectively referred to as “UNMHSC”) UNMHSC invites you (“Offeror”) to submit an offer for material(s) and/or services set forth in this Request for Proposal (RFP). Please read carefully the instructions, specifications, and Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and disqualified. New Mexico civil and criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

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

Name: Anna Silva
Title: Procurement Specialist
Address: 933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106
Telephone: (505) 272-9571
E-mail: amsilva@salud.unm.edu

Electronic Format and Hard Copies:

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

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

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

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

4. Table of Contents:

Section I	Scope of Work
Section II	Conditions Governing the Procurement
Section III	Standard Terms and Conditions
Section IV	Additional Instructions to Offerors
Section V	Response Format
Section VI	Evaluation Criteria
Section VII	Organization of Proposal
Exhibit A:	Authorized Signature Page
Exhibit B:	Resident Veterans Preference Certification
Exhibit C:	Small and Small Disadvantaged Business Certification
Exhibit D:	The University Of New Mexico Hospitals Supplier Conflict of Interest and Debarment/Suspension Certification Form
Exhibit E:	Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 1991)
Exhibit F:	Insurance Requirements
Exhibit G:	Cost Proposal

OTHER INFORMATION:

Freight Terms: FOB Destination

Payment Terms: NET 30

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

SECTION I

SCOPE OF WORK

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified Offerors in an effort to reduce cost to the institution while still maintaining the quality of spinal implants available for patient care. It is the goal of the institution to award to the best vendors suited to fulfill the patient care need and financial obligations of the institution to the communities across New Mexico which we serve. This RFP will include a range of spinal implants including, but not limited to odontoid fixation, cervical spine constructs (both anterior and posterior), thoracic spine constructs (both anterior and posterior), lumbar spinal constructs (anterior, lateral, endoscopic and posterior), and sacral/pelvic spinal constructs. The RFP will also consider artificial disc, rods, pedicle screws, locking screws, rod contouring systems, cross links, disc and corpectomy cages/spacers (e.g. TLIF cages, PLIF cages, expandable cages, etc.), drill bits, laminoplasty constructs, staples, adjustable rod's. UNMH will not be considering kyphoplasty or vertebroplasty systems within this RFP.

Minimum Requirements:

- Awards will be given for a minimum 3 year duration contract.
- UNMH will not pay for any Shipping or Handling with regard to any awards. UNMH will not pay for any rental charges for instrumentation sets.
- Vendor representatives shall be present for all surgical procedures and be in full compliance with Vendor policy See Vendor Handbook.
- Vendor instrumentation and implants are the representatives responsibility pre-operatively, intra-operatively, and post operatively.
- There will be no guarantee of Market Share. Vendors are asked to provide Capped Product and Capped Construct pricing lists for UNMH's consideration. Drill Bits, Pins or Guides will be include for all cases at No additional Charge.
- All construct pricing should include all disposables required for procedure. Pricing for the construct is required to be itemized for UNMH's consideration.
- To the extent that Oncology or revision cases require a unique or specialized component, a separate construct should be created or listed as an add-on. UNMH reserves the right to award to a single vendor, multiple vendors or no vendor at all; whichever is deemed in the best interest of UNMH.
- **New Technology Pricing**
As mandated by federal laws and regulations, Supplier does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. New technology brought to market during the term of the contract must be introduced and price negotiated prior to patient use.
- **Service**
Excellent customer service for University of New Mexico Health System member's current and future needs will be expected as evidenced by:
 - The vendor relationship shall support the need for timely and accurate information as requested by UNMHSC.
 - Vendor representative will continue to provide field support to physician procedures as requested
 - Vendor will service outlying clinics to include:
 - University of New Mexico Hospital
 - Sandoval Regional Medical Center

- Training shall be provided by the supplier company, including CEU's/or equivalent professional equivalents, along with hours of training provided by supplier.

To the best of the knowledge of UNMHSC the information provided in this RFP is accurate. Nonetheless, nothing in this RFP is intended to relieve Offerors from undertaking their own investigations or inquiries or performing other due diligence or forming their own opinions and conclusions with respect to the matters addressed in this RFP. The UNMHSC does not represent or warrant that the information is comprehensive or exhaustive and assumes no responsibility for the completeness or accuracy of the information. In particular, where information includes historical data or information, the UNMHSC makes no representation or warranty that such data or information represents an accurate forecast of volumes and/or needs.

1.2 Background

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

UNMH currently has 628 beds and is recognized for clinical excellence in many specialties including Trauma and Emergency Medicine, Pediatrics, Orthopedics, Cancer Research and Treatment, Transplantation and many others. The Hospital and its components provide primary, secondary, tertiary and quaternary care and receive referrals from counties throughout New Mexico and the entire Southwest. UNMH has 36 hospital-based clinics located at the main facility as well as various off-site locations. There are approximately 575,060 outpatient visits/encounters per year. UNMH has six retail pharmacy locations located within off-site clinic. UNMH qualifies for 340B drug pricing.

UNMH Statistics for the year ending June 30, 2017:

Emergency Room Visits	78,467
Outpatient Visits	575,060
Inpatient Days	175,698
Outpatient Operations	13,354
Inpatient Operations	7,533
Births	2,867

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

SECTION II

CONDITIONS GOVERNING THE PROCUREMENT

2.1 Forms and Exhibits.

The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror, shall be completed and signed by a duly authorized signing representative of the Offeror. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

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

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

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

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

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

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

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

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

2.4 Information

2.4.1 **Offeror to Review.** The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

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

2.4.3 Offerors shall not:

2.4.3.1 Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 3.4.1 Offeror to Review were present with respect to this RFP; or

2.4.3.2 Hold any staff of UNMHSC6 liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

2.5 Clarification and Questions

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

- 2.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist [at amsilva@salud.unm.edu](mailto:amsilva@salud.unm.edu) or as otherwise directed by the Procurement Specialist;
- 2.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 2.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 2.5.1.4 All requests for clarification are due no later **than 2:00 PM MST/MDT , January 28, 2019.**

2.5.2 Questions and Answers. The UNMHSC will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section 3.5.1.1. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda. In answering the Offeror's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Offeror. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

2.6 Issued Addenda. Each Offeror shall be responsible for verifying before submitting its Proposal that it has received all addenda that have been issued. All addenda will be posted on the UNMHSC bidding website visit <http://hospitals.unm.edu/about/proposals.shtml>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

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

2.8 Clarification of Offeror's Proposal

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

2.8.2 Any clarifications sought shall not be an opportunity to either correct errors or to change the Offeror's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this Section, any written information received by UNMHSC from an Offeror in response to a request for clarification from UNMHSC shall be considered part of the Offeror's Proposal.

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

- 2.9.1 Verify any Offeror statement or claim by whatever means the UNMHSC deems appropriate, including contacting persons in addition to those offered as references, and to reject any

Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or

2.9.2 Access the Offeror's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability; and

2.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to UNMHSC verifying such information.

(Blank to next page)

SECTION III

STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any attachments and the Offerors response may be incorporated into any Agreement issued as a result of this RFP, including any addenda. UNMHSC reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors proposal may be incorporated into the Contract. Should an Offeror object to any of the UNMHSC Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNMHSC. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to UNMHSC and will result in disqualification of the Offerors' proposal. Offerors' must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to the terms and conditions attached to this RFP must be stated in Offerors proposal in a Section marked "TERMS AND CONDITIONS". Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by UNMHSC at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract will be ineffective and inapplicable.

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

3.1 Acceptance and Rejection. If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the UNMHSC is entitled to revoke acceptance of them the UNMHSC may reject or revoke acceptance, require Offeror to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at UNMHSC'S option. Offeror shall reimburse the UNMHSC for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Offeror shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

3.2 Appropriation. The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNMHSC.

3.3 Assignment. Any resultant Agreement may be assignable by the UNMHSC. Except as to any payment due hereunder, any resultant Agreement shall not be assignable by Offeror without written approval from the UNMHSC.

3.4 Awards -The UNMHSC reserves the right to make a single award or multiple awards; whichever

is deemed to be in the best interest of the UNMHSC.

- 3.5 Brand Name or Equal.** If a brand name is indicated, the brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
- 3.6 New Technology.** As mandated by federal laws and regulations, Offeror shall not promote products and/or therapies that have not been approved by the U.S. Food and Drug Administration. New Technology brought to market during the term of the agreement must be introduced, price negotiated and incorporated by written amendment.
- 3.6 Cancellation.** The UNMHSC reserves the right to cancel without penalty, this RFP, any resultant Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 3.7 Changes.** The UNMHSC may make changes within the general scope of any resultant Agreement by giving notice to Offeror and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Agreement, an appropriate equitable adjustment shall be made. No change by Offeror shall be recognized without written approval of the UNMHSC. Any claim of Offeror for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Offeror of notification of such change. Nothing in this Paragraph shall excuse Offeror from proceeding with the performance of the Agreement as changed hereunder.
- 3.8 Cash Discounts.** The UNMHSC will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 3.9 Conflict of Interest.** Offeror shall disclose to the UNMHSC's Purchasing Department the name(s) of any UNMHSC employee or member of the Board of Regents who has a direct or indirect financial interest in the Offeror or in the proposed transaction. A UNMHSC employee (or Regent) has a direct or indirect financial interest in the Offeror or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Offeror (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Offeror, is a partner, officer, director, trustee or consultant to the Offeror, has received grant, travel, honoraria or other similar support from the Offeror, or has a right to receive royalties from the Offeror. Offeror shall file a Conflict of interest Disclosure form with the UNMHSC Purchasing Department.
- 3.10 Cooperation and Dispute Resolution.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute
- 3.11 Public Disclosure:** After an award is made, responses become Public Records. All materials submitted in response to this RFP become a matter of public record and shall be regarded as public record.
- 3.12 Confidentiality:** As a state institution, UNMHSC is subject to the New Mexico Inspection of Public Records Act, Section 14-1-1 et seq., NMSA 1978 as Amended ("IPRA"), so unless there is an

exception under the law, documents in the University's possession are subject to review by any member of the public. One exception to this general rule is for trade secrets. Trade secrets are not subject to disclosure under an IPRA request. New Mexico law defines a "trade secret" at NMSA Sec. 57-3A-2. Please review the definition (or have your company attorney do so) and explain how the pages that you have marked as "Confidential" fall within New Mexico's definition of a trade secret.

The UNMHSC will recognize as confidential only those elements in each response, which are readily separable from the proposal into its own section and which are clearly marked as "CONFIDENTIAL" or "PROPRIETARY" in order to facilitate eventual public inspection of the non-confidential portion of the proposal. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

UNMHSC will ignore markings of "CONFIDENTIAL" on proposal cover sheets or on every page. Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind the UNMHSC to protect the designated matter from disclosure. Do not mark your cover page confidential. Do not put the word "confidential" on every page. Do not identify pricing as confidential.

If you identify any portions of our proposal as confidential or as a trade secret, you agree, by submitting your proposal, that UNMHSC's sole obligation in connection with an IPRA request relating to your proposal is to provide you with notice of the IPRA request so that you may seek relief as you may deem appropriate. UNMHSC reserves the right to reject any proposal not in compliance with this paragraph.

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

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

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

3.15 Eligibility for Participation in Government Programs. Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under a resultant Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or

convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

3.16 Equal Opportunity and Affirmative Action. In performing or providing the services and goods required under a resultant Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

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

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

3.18 F.O.B. Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the UNMHSC's designated campus address.

3.19 Foreign Payments. Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.

3.20 Governing Law. All resultant Purchase Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

3.21 Health Insurance Portability and Accountability Act (HIPAA). If applicable, the parties agree to enter into a mutually acceptable amendment to a resultant Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

3.22 Indemnification and Insurance. Offeror assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Offeror or the performance of the work by Offeror its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the UNMHSC. Offeror shall indemnify, defend and hold harmless the UNMHSC, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims

and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Offeror will also indemnify, defend and hold harmless the UNMHSC against any joint and several liabilities imposed against the UNMHSC with respect to strict products liability claims attributable to the fault of the Offeror.

Offeror agrees that it will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Agreement on premises occupied by or under the control of the UNMHSC. The liability of the UNMHSC will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended."

3.23 Independent Business. Neither Offeror nor any of its agents shall be treated as an employee of the UNMHSC for any purpose whatsoever. Offeror declares that Offeror is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Agreement. Offeror further declares that it is engaged in the same or similar activities for other clients and that the UNMHSC is not Offeror's sole or only client or customer.

3.24 Inspection. The UNMHSC may inspect, at any reasonable time, any part of Offeror's plant or place of business, which is related to performance of any resultant Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

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

3.26 Insurance Requirements: The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications. Offeror must submit proof of insurance in the form of a "Certificate of Insurance" to the appropriate Buyer prior to commencing work under this contract. Offeror's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions.

3.27 Late Submissions. Late submissions of offers will not be accepted or considered unless it is determined by the UNMHSC that the late receipt was due solely to mishandling by the UNMHSC or the offer is the only offer received. Late submissions will be returned unopened.

3.28 Merger. The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

3.29 New Materials Required. All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMHSC's authorized representative.

3.30 Notices. Any notice required to be given or which may be given under this RFP shall be in writing and delivered in person or via first class mail.

UNMHSC Address

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

3.31 Option to Renew. UNMHSC reserves the option to renew the RFP's resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMHSC. These renewal options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.

3.32 Other Applicable Laws. Any provision required to be included in a resultant Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

3.33 OSHA Regulations. The Offeror shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Offeror shall defend, indemnify, and hold UNMHSC free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

3.34 Ownership of Documents. All documents which are prepared by the Offeror or any member of the consulting team that form a part of its services under a resultant Agreement are the sole property of the UNMHSC and such works may not be reproduced nor distributed without the express written consent of the UNMHSC and shall be delivered to UNMHSC upon termination and or completion of this Agreement if UNMHSC so requests. The Offeror shall be responsible for the protection and/or replacement of any original documents in its possession. UNMHSC shall receive all original drawings and the Offeror shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Agreement, the work product required by the Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNMHSC shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNMHSC and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Agreement to UNMHSC.

Inventions. For the consideration payable under a resultant Agreement, the Offeror agrees to report any invention arising out of the Work required by the Agreement to UNMHSC. UNMHSC shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Offeror or member of the consulting team as part of the performance of Work.

The Offeror hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNMHSC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Offeror shall require all members of the

Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Agreement to UNMHSC.

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

- 3.35 Packaging.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Offeror's expense.
- 3.36 **Patent and Copyright Indemnity.** Offeror shall indemnify, defend and hold harmless the UNMHSC against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
- 3.37 Payments for Purchasing.** No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNMHSC using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
- 3.38 Payment Terms.** Upon written request from Offeror for payment, the UNMHSC shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges will be subject to maximum required by state law.
- 3.39 Payroll or Employment Taxes.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the UNMHSC with respect topayments to Offeror or on behalf of Offeror its agents or employees. Offeror shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Offeror is not a corporation, Offeror further understands that Offeror may be liable for self-employment (Social Security) tax, to be paid by Offeror according to law.
- 3.40 Penalties.** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.
- 3.41 Period for Offer Acceptance.** Offeror agrees that any offer made submitted will be good for a minimum period of 365 calendar days.

- 3.42 Public Information.** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNMHSC Purchasing Regulations 11.6.3.)
- 3.43 Agreement.** Any resultant Agreement shall be the sole and entire Agreement between the parties; any documents incorporated into the Agreement are listed explicitly on the front side of the Agreement, or are incorporated by implication by the terms of any resultant Agreement. Any terms inconsistent with or in addition to any resultant Agreement proposed by Offeror are deemed rejected unless agreed to in writing by an appropriate UNMH or SRMC official.
- 3.44 Relationship of Parties.** The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNMHSC for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMHSC. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
- 3.45 Release UNMHSC Regents.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico Hospitals, SRMC or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.
- 3.46 Request as Agreement:** This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request's terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMHSC.
- 3.47 Retention of Records.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the UNMHSC, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.
- 3.48 Right to Protest.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMH Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMH web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
- 3.49 Right to Waive Minor Irregularities.** The UNMHSC Evaluation Committee reserves the right to waive minor irregularities. The UNMHSC Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the UNMHSC Evaluation Committee.

- 3.50 Offeror's Employees and Agents.** Offeror shall have complete charge and responsibility for persons employed by Offeror and engaged in the performance of the specified work. The Offeror, its agents and employees state that they are independent contractors and not employees of the UNMHSC. Offeror, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the UNMHSC as a result of any resultant Agreement.
- 3.51 Site Familiarity.** If there is work associated with the requirements of this RFP, the Offeror shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Offeror warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Offeror to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
- 3.52 Site Inspection.** If a site is referenced in this RFP, it is available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.
- 3.53 State and Local Ordinances.** The Offeror shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved.
- 3.54 Termination and Delays.** The University of New Mexico Hospital and/or SRMC may by written notice stating the extent and effective date, terminate any resultant Agreement for convenience in whole or in part, at any time. The University of New Mexico Hospital and/or SRMC shall pay Offeror as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion, as approved by the UNMH and/or SRMC, and shall in no event exceed the total contracted price. The University Hospital and/or SRMC shall not be liable for consequential damages. The University of New Mexico Hospital and/or SRMC may by written notice terminate any resultant Agreement in whole or in part for Offeror's default if Offeror refuses or fails to comply with the provisions of a resultant Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University of New Mexico Hospital and/or SRMC may otherwise secure the materials, supplies or services ordered, and Offeror shall be liable for damages suffered by the University of New Mexico Hospital and/or SRMC thereby, including incidental and consequential damages. If after notice of termination, the University of New Mexico Hospital and/or SRMC determines Offeror was not in default, or if Offeror's default is due to failure of the University of New Mexico Hospital and/or SRMC, termination shall be deemed for the convenience of the University Hospital and/or SRMC. The rights and remedies of the University of New Mexico Hospital and/or SRMC provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Agreement as used in this paragraph, the word "Offeror" includes Offeror and Offeror's sub-suppliers at any tier.
- 3.55 Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- 3.56 Title and delivery.** Title to the materials and supplies passed hereunder shall pass to the UNMHSC upon acceptance at the FOB point specified, subject to the right of the UNMHSC to reject. For any exception to the delivery date specified, Offeror shall give prior notification and obtain approval thereto from the UNMHSC'S Purchasing Department. Time is of the essence and the Agreement is subject to termination for failure to deliver on time.

3.57 Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

3.58 Warranties. Offeror warrants the goods and/or services furnished to be exactly as specified in any resultant Agreement, free from defects in Offeror's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Offeror. All applicable UCC warranties express and implied are incorporated herein.

3.59 Workers Compensation. No workers compensation insurance has been or will be obtained by UNMHSC on account of Offeror or its employees or agents. Offeror shall comply with the workers compensation laws with respect to Offeror and Offeror's employees and agents.

SECTION IV**ADDITIONAL INSTRUCTIONS TO OFFERORS**

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

“Certificate of Insurance” with their response and prior to commencing work under the resulting contract. Offeror's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This Request for Proposal Number must appear on the Certificate of Insurance.

- 4.5 INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH's IT division. If applicable, Offerors **must complete and submit** the UNMH Information Security Plan Information addressed in Exhibit G and submit with RFP. Failure to complete form or failing to receive IT approval may result in Offeror(s) being considered as non-responsive. To view this exhibit please visit http://hospitals.unm.edu/about/proposals_2016.shtml.
- 4.6 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit H**.
- 4.7 RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.

(Blank to next page)

SECTION V**RESPONSE FORMAT****5.1 Business Profile, Financial and References Qualifications (20 Points Possible)**

- 5.1.1. Provide a brief narrative of your firm identifying number of years in business, number of employees, organizational structure, mission statement, location of business, location of staff, and type of ownership.
- 5.1.2. Has the firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm. If so, please explain in detail.
- 5.1.3. What is your employee turnover rate for the last three years in UNMH's Territory?
- 5.1.4. Provide no less than three (3) references of customers you have extended into an agreement within the last three (3) years who can verify the quality of service your company provides. Indicate if the agreement(s) are still active and if not, why not? Company name, address, contact person and title, phone, contract period and scope of work must be included. **One (1) of the three (3) references shall be similar in size to UNMHSC and scope of work as called for in this RFP. Please indicate which of the references is similar in size.**
- 5.1.5. The Offeror should provide financial information sufficient for UNMHSC to adequately establish the Offeror's financial capability to provide and support the scope of work in its Proposal. Such information may take the form of an annual report, banking information and/or guarantees.
- 5.1.6. List any other factor known that could materially impair your ability to carry out the duties and obligations under this Agreement or that could materially affect your decision.

5.2 Product: (20 Points Possible) Provide PROPOSER's specific product descriptions, part numbers, product specifications, and warranty specifications for each category of product, 1)

- 5.2.1. Describe your indigent patient program, if any.
- 5.2.2. Describe your Value Added Carve-outs, in any.
- 5.2.3. Describe in detail any unique features and functionalities of the products being proposed
- 5.2.4. Has a customer ever rejected or returned your products? If yes, please explain and provide customer name and location.
- 5.2.5. How does your company make sure that the processes being used to manufacture and/or inspect the product are correct?
- 5.2.6. Does your company have standard inspection procedures and how often are they used.
- 5.2.7. Tell us how your company will ensure your products design will meet UNMHSC requirements.
- 5.2.8. Does your company have a quality assurance program? If yes, describe the procedures your company has in place.
- 5.2.9. Has your company ever failed to meet Federal, State or local requirements for your type of products? If yes, explain. If not, explain what you are doing to prevent it from occurring?
- 5.2.10. Describe the type and size of inventory carried. All dated products and equipment must have a long expiration date. The minimum should be at least 1 year until expiration.
- 5.2.11. Have you ever provided products that are still being provided that no longer deliver and or no longer support? If so, please explain and provide customer name and location.

5.3 Services, Ongoing Support Model. (20 Points Possible)

- 5.3.1. Provide a point by point response to the scope of work and service requirements as

identified in Section I, and 1.1, through 1.22 clearly showing that your company, using your past and current experiences, has the capacity to support and to successfully deliver the volume of work anticipated from UNMHSC to include but not limited to describing your firm's philosophy, approach (es) and preferred methods for meeting requirements. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues the UNMHSC should be aware of.

- 5.3.2** Describe in detail your ability to provide superior ongoing customer support and service to UNMHSC.
- 5.3.3** Describe your company's philosophy, approach (es) and preferred methods for meeting requirements and/or deliverables in this RFP.
- 5.3.4** Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues the UNMHSC should be aware of.
- 5.3.5** Provide vendor responsibilities and resources needed from the UNMHSC.
- 5.3.6** Depending on the nature of the work, Offeror may be required to possess specialty licensure/certification. What certifications must your company possess in your industry? What certifications does your company currently possess? Do you have any pending certifications?
- 5.3.7** If your products/approaches are not the incumbent, propose an approach to the skills, processes and practices "conversion" that will have to take place. Describe the implementation process including needed resources at UNMHSC, length of implementation and support to the organization after implementation.
- 5.3.8** What are your turnaround times for delivery and is there express delivery availability? For example, for emergencies or short on products. What is the process for express delivery?
- 5.3.9** Describe the amount of products you are willing to store at your facility for UNMHSC? What are your minimums? What are the Maximums and how do we request for pull of the products.
- 5.3.10** Describe in detail any unique services and/or miscellaneous capabilities your company can provide to UNMHSC.
- 5.3.11** UNMHSC can be a partner in demand planning to the extent that Offeror makes detailed sales and moves historical data electronically available. What historical information can your company provide? Sample reports include but are not limited to the following.
- 5.3.11.1** **Category Summary Report:** Provides information relating to the purchasing number of services or products for any given time. At a minimum, it should be able to capture and sort the categories by dates, dollar volume, by service, by purchase order number and percent of sales.
- 5.3.11.2** **Locations Report:** Provides information relating to the Location (department) to which services were rendered and products delivered to, the total purchases and percent of sales.
- 5.3.11.3** **Reconciliation Report:** Provides information relating to the products delivered and amount billed including in excess of contract amount.
- 5.3.12** Describe in-house/or corporate resources available to support this contract.
- 5.3.13** Describe in detail listing all the steps of services from initial request through invoicing as well as the support structure solution your company is offering to UNMHSC including but not limited to access to specialized expertise in support of planning and problem resolution process for support of UNMHSC personnel.
- 5.3.14** What is your company's problem resolution process?
- 5.3.15** Detail the structure of your account team that would be assigned to UNMHSC.
- 5.3.16** List the hours when live assistance is available.
- 5.3.17** Document how your company will provide after-hours support?

- 5.3.18** In the event of delays in delivery of products, absenteeism, etc., delineate your back-up resources for both delivery and personnel.
- 5.3.19** Describe in detail any other “value added” opportunities (i.e.; rebates, education, free overnight shipping, etc.) that may not be requested herein, that would be available to the University if your Firm is selected.
- 5.3.20** Offeror may provide technical training and education at the University of New Mexico Hospitals, Clinics, and SRMC as reasonably necessary, on the safe and effective use of its products, procedures and surgical techniques to healthcare professionals (HCPs). In addition, Offeror may provide technical training and education at a location outside of UNMH and SRMC on the safe and effective use of its products, procedures and surgical techniques to HCPs. Is your company willing to provide this training, if so, explain the process and all associated cost.
- 5.3.21 Value Added Carve-Outs:** With the intent to add value to UNMHSC and your proposal, please include any value-added services, trade-in offers of existing instruments/implants onsite or owned by UNMH or SRMC, disposables associated with surgery or rebates. Any and all disposables associated with the implant systems must include product description, catalog numbers, suggested list price, as well as any discounted price and discounted percentages.

5.4 Provide a Price Proposal (40 Points Possible)

- 5.4.1 Prices** – Pricing will be a flat fee per individual product component (not on a complete system) based on the final negotiated contract and pricing schedule. All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, supplies, freight, delivery, administrative costs, and etc., to fulfill the terms, conditions, and scope of work as called for in this RFP.
- 5.4.2 Shipping / Freight:** No Shipping / Handling or Freight charges will be paid by UNMHSC for products delivered directly to the facility by supplier’s representative.
- 5.4.2.1** Utilization of UNMHSC Vendor Packing List documentation must be completed by supplier’s representative within 24 hours of procedure completion and be accompanied with a bill of lading from supplier to include:
- 5.4.2.1.1** UNMHSC Vendor Packing List
- 5.4.2.1.1.1** Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
- 5.4.2.1.1.2** Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number
- 5.4.2.1.1.3** Suppliers complete name, address, and contact information (both email / phone)
- 5.4.2.1.1.4** Manufactures complete name, address, and contact information if applicable
- 5.4.2.1.2** Suppliers Bill of Lading must include:
- 5.4.2.1.1.1** Manufactures complete name, address, and contact information
- 5.4.2.1.2.2** Suppliers complete name, address, and contact information (both email / phone)
- 5.4.2.1.2.3** Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
- 5.4.2.1.2.4** Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number

- 5.4.3** Offerors are required to complete Exhibit G Cost Response form.
- 5.4.4** If applicable, provide detailed cost information on service fee hours, after hours, weekends and holidays as well as any and all other costs not listed herein.
- 5.4.5** Provide detailed cost information on service hours to reflect straight time, overtime, Sunday and Holidays, if needed as well as any and all other costs not listed herein.

SECTION VI

EVALUATION CRITERIA

This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be a factor in the proposal evaluation with negotiable expectations; however, it is specifically a consideration of secondary importance to the need for competent and high-quality skilled Offeror(s).

UNMHSC reserves the right to make an award based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror selected for the award will be chosen on the basis of the greatest benefit to UNMHSC, not on the basis of lowest price. All responses to this Request for Proposals become the property of UNMHSC and will become public information upon completion of UNMHSC contract negotiation process.

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible. UNMHSC reserves the right to judge the presentation of the firms submitting proposals in the evaluation and selection of the successful proposal. **Finalist may be invited for oral presentations and demonstrations at UNMHSC's sole discretion at a date and time to be determined.**

Evaluation Criteria	Points
Business Profile, Financial and References	20
Products	20
Services, Ongoing Support Model	20
Price Proposal	<u>40</u>
Total Points	100

SECTION VII**ORGANIZATION OF PROPOSAL**

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

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

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

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

(Blank to next page)

EXHIBIT A

AUTHORIZED SIGNATURE PAGE

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFB:

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

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

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

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

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

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

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____ **DATE** _____

EXHIBIT B

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one only:

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowing giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowing giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowing giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

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

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

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

(Signature of Business Representative)*

Date:

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

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

EXHIBIT C
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

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

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

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

Is this firm a (please check): [] Division [] Subsidiary [] Affiliated? Primary NAICS Code:

If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

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

Signature and Title of Individual Completing Form:

Date _____

THANK YOU FOR YOUR COOPERATION

Table with 2 columns: Please return this form to: The University of New Mexico Hospitals, Purchasing Department, MSC01 1240, Albuquerque, NM 87131, 505-277-2036 (voice), 505-277-7774 (fax); and NOTE: This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

EXHIBIT D

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

CONFLICT OF INTEREST

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

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named **and that the information contained in this document is true and accurate to the best of their knowledge.**

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

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989:
 - 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
 - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION
The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

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

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

EXHIBIT E

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APRIL 1991)

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, I included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

2. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989;

a. Federal appropriated funds have not been paid and will not be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

EXHIBIT F INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE: The Offeror shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of the University of New Mexico Hospitals, the University of New Mexico Hospitals, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Offeror's employees to be engaged at the site of the project under this project and in case of any such work sublet the Offeror shall require the subOfferor or sub subOfferor similarly to provide Worker's Compensation Insurance for all the subOfferor's or sub subOfferor's Workers which are covered under the Offeror's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Offeror shall provide and shall cause each subOfferor or sub subOfferor to provide Employer's insurance in any amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

The Offeror shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total maximum of \$1,250,000 per occurrence.

OFFEROR'S VEHICLE LIABILITY INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$200,000 Each Occurrence

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

The Offeror shall either:

1. Require each subOfferor or sub Offeror to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subOfferors of sub subOfferors in the Offeror's Policy as required under this Article.

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

EXHIBIT G

COST PROPOSAL

(See attached spreadsheet)