

SECTION I**SCOPE OF WORK**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified vendors so that the University of New Mexico Health System (UNMHS) may continue to provide its patients the leading technology offerings for Sacral Neuromodulation, while also reducing the variation in cost of care. It is the goal of UNMHS to award to the vendors best suited to fulfill patient care needs, quality outcomes, and financial obligations of the institution. This RFP will include all supplies included for Sacral Neuromodulation procedures including, but not limited to generators, programmers, leads, extensions, tools and other accessories. The cost proposal worksheet included with the RFP also provides the UNMHS requested price.

Minimum Requirements:

Awards will be given for a minimum 3 year duration contract.

UNMH will not pay for any standard Shipping or Handling with regard to any awards.

UNMH will not pay for any rental charges for instrumentation sets.

Vendor representatives shall make their best effort to be present for all surgical procedures and be in full compliance with Vendor policy See Vendor Handbook.

Service

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

equivalent professional equivalents, along with hours of training provided by supplier.

request for clarification from UNMH shall be considered part of the Offeror's Proposal.

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

- 2.9.1** Verify any Offeror statement or claim by whatever means the UNMH 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.

3.6

- 3.38 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 without an authorized purchase order and certification by using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
- 3.39 Payment Terms.** Upon written request from Offeror for payment, the UNMH 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.
- 3.40 Payroll or Employment Taxes.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the UNMH with respect to payments to Offeror or on behalf of Offeror its agents or employees. Offeror shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Offeror is not a corporation, Offeror further understands that Offeror may be liable for self-employment (Social Security) tax, to be paid by Offeror according to law.
- 3.41 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.
- 3.42 Period for Offer Acceptance.** Offeror agrees that any offer made submitted will be good for a minimum period of 365 calendar days.
- 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 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 UNMH for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMH. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
- 3.45 Release UNMH 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, 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

termination, the University of New Mexico Hospital Offeror was not in default, or if Offeror's default is due to failure of the University of New Mexico Hospital SRMC, termination shall be deemed for the convenience of the University Hospital. The rights and remedies of the University of New Mexico Hospital provided in this paragraph shall not be exclusive and are in addition to any other rights and includes Offeror and Offeror's sub-suppliers at any tier.

3.

- 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 and submit with RFP. Failure to complete form or failing to receive IT approval may result in Offeror(s) being considered as non-responsive. To view this exhibit please visit http://hospitals.unm.edu/about/proposals_2016.shtml.
- 4.6** CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as E.
- 4.7** RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION. To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issue

5.3.10 Value Added Carve-Outs: With the intent to add value to UNMH and your proposal, please include any value added services, trade-in offers of existing instruments/implants onsite or owned by UNMH, 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.

5.3.11 Consignment: Is your company willing to provide consignment?

5.4 Provide a Price Proposal (40 Points Possible)

5.4.1 Prices Pricing will be 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 Offerors are required to complete Exhibit G Cost Response form.

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SECTION VII

ORGANIZATION OF PROPOSAL

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

- 7.1** Offerors are to organize Proposals *in the order* as stated in this section. To this end, the organization of your proposal shall

EXHIBIT A

AUTHORIZED SIGNATURE PAGE

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

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

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated

Addenda No. _____ Dated _____ Addenda No. _____ Dated

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

Resident Business Preference Certification: Yes_____ No_____

*If yes, provide a copy of a valid and current certificate.

Resident Veterans Preference Certification: Yes_____No_____

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

The undersigned further states tzed rpplTatescstatated

EXHIBIT B

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of

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 isleah on ()-21-6(eaa1(ec)-rs)7()-322(t)-.Qq0.0000091

EXHIBIT C

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

our suppliers and Offerors as to their business status. Please furnish the information requested below.

s requires written certification from

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

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, n

