

RFP P430-20

THERAPY TREATMENT POOL

UNM SANDOVAL REGIONAL MEDICAL CENTER, INC.
PURCHASING DEPARTMENT
933 Bradbury Dr. SE, Suite 3165
ALBUQUERQUE, NM 87106

REQUEST FOR PROPOSAL (RFP)

RFP Number: P430-20

TITLE: Therapy Treatment Pool

Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON October 12, 2020. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

UNM Sandoval Regional Medical Center, Inc. a New Mexico Non-Profit and University Research Park and Economic Development Act corporation ("UNMSRMC") 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,

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:

SECTION I
SCOPE OF WORK

- 1.1. UNM Sandoval Regional Medical Center, Inc. (“UNMSRMC”) is requesting proposals for a Therapeutic Rehabilitation Pool to be used in its Rehabilitation Center for treatment of its Orthopaedic and Neurology involved patients. Offerors need to outline how their pool addresses the needs of the evaluation clinician in addition to the patient undergoing rehabilitation. Offerors should outline how their products are incorporated into the rehabilitation center and healthcare setting. Offerors need to include all Equipment, Equipment System Requirements, Installation, Warranties, Disposables and Education Services. Offerors are not required to respond to all components but are encouraged to submit responses as their ability to furnish services and products dictates. This Request for Proposal (RFP) documents the required features, functionalities, specifications as well as terms and conditions.

Currently there is no Rehabilitation Pool Services in the City of Rio Rancho nor the Westside of Albuquerque. With its aim to provide leading edge services to the community, the UNMCOE seeks to include high quality, innovative, therapeutic pool in its delivery of care. The pools should be designed to meet the needs of a variety of patients and should be a tool easily utilized by the clinician. The pool should be of sufficient size and volume to accommodate safe space for the treating clinician and a minimum of at least one patient. The mission of UNMCOE is to provide a cutting edge learning environment for our regional academic therapy programs in addition to being the designation of choice for patient living in our surrounding communities.

Service Categories:

1. Therapeutic Pool with integrated treadmill
2. Camera, patient monitoring system
3. Installation
4. Warranties
5. Educational Services
6. Disposable
7. Non Disposables

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

An in-ground therapy pool with a minimum finished size of 7 feet 6 inches wide and 14 feet in length and with a minimum water volume of 2000 gallons.

An integrated treadmill.

Treadmill with a belt of a minimum width of 36 inches to safely accommodate both clinician and patient.

Remote control of treadmill functions for ease of use by the clinician from the deck or from within the pool.

Support System to improve patient uprightiness, posture, balance, and safe operation while ambulating on treadmill.

Underwater camera system used assessing and monitoring patient gait and mobility patterns.

Variable water depth reservoir tank for quick adjustment of the depth of the water to

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 UNMSRMC 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 UNMSRMC, (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 UNMSRMC 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 UNMSRMC, 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

2.4.3.2

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

2.9.1 Verify any Offeror statement or claim by whatever means the UNMSRMC 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

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

UNMSRMC reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNMSRMC. Any additional terms and conditions which may be subject of negotiation will be discussed only between UNMSRMC and the successful Offeror and shall not be deemed an opportunity to amend the Offerors 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 UNMSRMC is entitled to revoke acceptance of them UNMSRMC 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 UNMSRMC's option. Offeror shall reimburse the UNMSRMC 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 UNMSRMC's Board of Directors of New Mexico. If sufficient appropriations and authorization are not made by the Board of Directors 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 UNMSRMC.
- 3.3 Assignment Any resultant Agreement may be assignable by the UNMSRMC. Except as to any payment due hereunder, any resultant Agreement shall not be assignable by Offeror without written approval from the UNMSRMC.

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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 negligence-381.6(a)-341.h.6(s)-13.0oorr ia-12.3(l-2.6(e)-248.3(P)-.6(uf)-247.6(t)-

3.27 Late Submissions Late submissions of offers will not be accepted or considered unless it is

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. UNMSRMC 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 UNMSRMC 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 UNMSRMC.

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 UNMSRMC. UNMSRMC 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 UNMSRMC 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 UNMSRMC.

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

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 et 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

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 UNMSRMC upon acceptance at the FOB point specified, subject to the right of the UNMSRMC to reject. For any exception to the delivery date specified, Offeror shall give prior notification and obtain approval thereto from the UNMSRMC'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 UNMSRMC on account of Offeror or its employees or agents. Offeror shall comply with the workers compensation laws with respect to Offeror and Offeror's employees and agents.

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SECTION IV

ADDITIONAL INSTRUCTIONS TO OFFERORS

- 4.1 VETERANS PREFERENCE In accordance with sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:
- 4.1.1 Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
 - 4.1.2 Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals
 - 4.1.3 Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.
 - 4.1.4 This preference is separate from the current in-state preference and is not cumulative with

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

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

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- 5.3.6 Describe in detail any unique services and/or miscellaneous capabilities your company can provide to UNMSRMC.
- 5.3.7 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 UNMSRMC including but not limited to access to specialized expertise in support of planning and problem resolution process for support of UNMSRMC personnel.
- 5.3.8 What is your company's problem resolution process?
- 5.3.9 List the hours when live assistance is available.
- 5.3.10 Document how your company will provide after-hours support?
- 5.3.11 In the event of delays in delivery of products absenteeism, etc., delineate your back-up resources for both delivery and personnel.
- 5.3.12 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 UNMSRMC if your company is selected.
- 5.3.13 Offeror may provide technical training and education at UNMSRMC as reasonable and necessary, on the safe and effective use of its products and procedures to healthcare professionals (HCPs). In addition, Offeror may provide technical training and education at a location outside of UNMSRMC on the safe and effective use of its products and procedures an surgical to HCPs. Is your company willing to provide this training, and if so, explain the process and all associate costs?

5.4 Price Proposal: (30 Points Possible)

- 5.4.1 Prices –All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, surcharges, administrative costs, meals,

SECTION VI

EVALUATION CRITERIA

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

UNMSRMC reserves the right to make an award based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror selected for the award will be chosen based on the greatest benefit to UNMSRMC, not based on lowest price. All responses to this Request for Proposals become the property of UNMSRMC and will become public information upon completion of UNMSRMC 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. UNMSRMC reserves the right to judge the presentation of the firms submitting proposals in the evaluation and selection of the successful proposal. Firms may be invited for oral presentations and demonstrations at UNMSRMC's sole discretion at a date and time to be

Evaluation Criteria Summary: The following is a summary of the evaluation factors and the weighted value assigned.0(i)-12.3(o)8.[(w)2.6()-248.3(t)-2.05(f)-247.6(te)-25dLe tlue05.3(g)1-1.he

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ORGANIZATION OF PROPOSAL

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EXHIBIT A

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.

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

EXHIBIT D

UNM SANDOVAL REGIONAL MEDICAL CENTER, INC. 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 Board of Director of UNM Sandoval Regional Medical Center (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 UNM Sandoval Regional Medical Center employee, Board of Director 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 RFP 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 UNM Sandoval Regional Medical Center employee, Board of Director or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror

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

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.

