



- 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

**SECTION I**

**SCOPE OF WORK**

- 1.1 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 surgical patients the leading technology offerings for Outpatient Orthopedic Foot and Ankle implants and disposables, while also reducing the variation in cost of care. It is the goal of UNMH to award to the vendors best suited to fulfill patient care needs, quality outcomes, and financial



**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**

RFP; and

**2.1.2**

**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

**2.4.3.2** Hold any staff of UNMHSC 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 sltackett@salud.unm.edu](mailto:sltackett@salud.unm.edu) or as otherwise directed by the Procurement Specialist;

**21 A**



**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. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to UNMHSC and will result in di 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 additional terms and conditions which may be the subject of o

**SUPC**



- 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





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

**UNMHSC Address**

University of New Mexico Hospitals

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

**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, the UNMHSC shall provide a copy of the terms and conditions of the contract to the Offeror.

**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,

**3.51 Site Familiarity.** If there is work associated with the requirements of this RFP, the Offeror shall be responsible for thorough



**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.

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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](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.

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**SECTION V**

**RESPONSE FORMAT**

**5.1 Business Profile, Financial and References Qualifications (10 Points Possible)**

**5.1.1.** Provide a brief narrative of your firm identifying number of years in business, number of

- 5.3.4** If your products/approaches are not the incumbent, propose an approach to the skills, Describe the implementation process including needed resources at UNMHSC, length of implementation and support to the organization after implementation.
- 5.3.5** 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? In the event of delays in delivery of products absenteeism, etc., delineate your back up resources for both delivery and personnel.
- 5.3.6**
- 5.3.7** Document how your company will provide after-hours support.
- 5.3.8** Offeror may provide technical training and education at UNMHSC and Clinics 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 a

**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.

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## **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).

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.

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.

3.1

**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



**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,



**EXHIBIT C**  
**SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION**

The University of New Mexico Hospital  
our suppliers and Offerors as to their business status. Please furnish the information requested below. rom

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)

**EXHI**



**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

**EXHIBIT G**  
**COST PROPOSAL**  
**(See attached spreadsheet)**

