

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

REQUEST FOR PROPOSAL (RFP)

RFP Number: P429-20

TITLE:

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 patients the leading technology offerings for Advanced Wound Mesh, 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 cover one time use surgical meshes used to treat partial and full thickness wounds, pressure ulcers, venous ulcers, diabetic ulcers, chronic vascular ulcers, surgical wounds (donor sites/grafts, post Mohs surgery, post laser surgery, podiatric, wound dehiscence), trauma wounds (abrasions, lacerations, second degree burns and skin tears) and draining wounds. Mesh types

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.

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 (CTH), Children's Psychiatric Center (CPC), and UNM Psychiatric Center (UNMPC).

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 Submit all requests for clarification by 11:59:59 AM on 11/11/2014 to the Procurement Specialist at sltackett@salud.unm.edu or as otherwise directed by the Procurement Specialist;

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

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

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)

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

part of this request. All terms and conditions of this request will remain unchanged for the duration of the contract and will supersede and

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

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.

3.40 Penalties. The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and

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 Offe 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,wh

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 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.

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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

SECTION V

RESPONSE FORMAT

5.1 Business Profile, Financial and References Qualifications (15 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 ?

5.3.14

5.3.15

- 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.

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SECTION VI
EVALUATION CRITERIA

SECTION VII

ORGANIZATION OF PROPOSAL

EXHIBIT B

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

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.

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:

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

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** 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 activity. See 13 CFR 121.203. 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).

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 and the best of his/her bee Of

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

EXHIBIT G

COST PROPOSAL

(See attached spreadsheet)

