

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

**REQUEST FOR PROPOSAL (RFP)**

**RFP Number: P447-21**

**TITLE: Surgical Urogynecology implants and disposables**

**Offer Due Date/Time:**

- 2.** Hard copies must be printed in ink and corrections must be initialed.

**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 Surgical Urogynecology implants and disposables, 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 Surgical Urogynecology implants and disposables used to treat Stress Urinary Incontinence and Pelvic Organ Prolapse Surgeries.

**Minimum Requirements:**

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



**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** \_\_\_\_\_ y, subject to provisions of this 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 requirements of the RFP pursuant to 8(hor)7(i)-4(z)9(To3( t)6(h(et)5(er)-9(m)17(e of)-5( )11(t)-4(hi)6(s p)14(

**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.

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.

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**SECTION III**  
**STANDARD TERMS AND CONDITIONS**



- 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

**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- 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.

**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

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

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

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





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.**





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 -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 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**







- 5.4.3.1.2.2** Suppliers complete name, address, and contact information (both email / phone)
- 5.4.3.1.2.3** 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

- 5.4.4** 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.

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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.

**Evaluation Criteria**

**Points**

Business Profile and Financial

10

Products

25

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Points Sere

**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 such on the front of the binder.

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**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 veteran  
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.

o the State Purchasing Division of the General Services

**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** 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 management2 0 612 792 reW\* nQq0.00

RFP P447-21  
disposables

Surgical Urogynecology implants and

**EXHIBIT D**

**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.

~~EXHIBIT E~~ 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.





RFP P447-21  
disposables

Surgical Urogynecology implants and