

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR ITS PUBLIC OPERATION
KNOWN AS UNM HEALTH SYSTEM
PURCHASING DEPARTMENT
933 Bradbury Dr. SE, Suite 3165
ALBUQUERQUE, NM 87106**

REQUEST FOR PROPOSAL (RFP)

RFP Number: P423-21

TITLE: Hip and Knee Implants

Offer Due Date/Time: ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON WEDNESDAY FEBRUARY 10, 2021.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

The Regents of the University of New Mexico, for its public operation known as UNM Health System, specifically UNM Sandoval Regional Medical Center, Inc. ("SRMC") and the University of New Mexico Hospitals ("UNMH") (For the purposes of this RFP, SRMC and UNMH are collectively referred to as ("UNMHS")) UNMHS 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, specifications, and Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and disqualified. New Mexico civil and criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978)

UNMHS Procurement Specialist Contact Information: The UNMHS has assigned a Procurement Specialist who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: AnnaMarie Cox
Title: Procurement Specialist
Address: UNM Sandoval Regional Medical Center, Inc.
3001 Broadmoor Blvd.
Rio Rancho, NM 87144
Telephone: (505) 994-7082
E-mail: ancox@salud.unm.edu

Electronic Format and Hard Copies:

1.

SECTION I

SCOPE OF WORK

- 1.1.** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified Offerors so that the UNMHS may continue to provide its patients the leading technology offerings for total hip and knee joint replacement, hip and knee revisions while also reducing the variation in cost of care. It is the goal of UNMHS to award to vendors best suited to fulfill patient care needs, quality outcomes, and financial obligations of the institution. This RFP will include all supplies

Vendor will service outlying clinics to include:

University of New Mexico Hospital
UNM Sandoval Regional Medical Center, Inc.

Training shall be provided by the Vendor company, including CEU's /or equivalent professional equivalents, along with hours or training provided by vendor.

To the best of the knowledge of the UNMHS the information provided in this RFP is accurate. Nonetheless, nothing in this RFP is intended to relieve the Offerors from undertaking their own investigations or inquiries or performing other due diligence for forming their own opinions and conclusions with respect to the matters addressed in this RFP. The UNMHS does not represent or warrant that the information is comprehensive or exhaustive and assumes not responsibility for the completeness or accuracy of the information. In particular, where information includes historical data or information, the UNMHS makes no representations or warranty that such data or information represents an accurate forecast of volumes and/or needs.

1.2 Background

UNM Sandoval Regional Medical Center, Inc. The UNM Sandoval Regional Medical Center, Inc. (SRMC) is located in the Rio Rancho City Center. SRMC opened in July 2012. SRMC has 60 inpatient beds and none are behavioral health as that unit was closed and repurposed as an outpatient area in 2017. It is comprised of two 24 bed medical/surgical units and 12 intensive care beds. The facility also includes 13 emergency medicine beds, two of which are equipped for behavioral health crisis intervention. The facility is served by hospital based, UNM Faculty Physicians and community Providers in the areas of Radiology, Pathology, Emergency Medicine, Anesthesiology, Psychiatry and Hospitalists.

UNM Hospitals. UNMH is New Mexico's only academic medical center and the State's only Level 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 (UNMH). There are five hospitals included within the UNM Hospital System: UNM Hospitals (UNMH), UNM Children's Hospital, Carrie Tingley Children's Hospital (CTH), Children's Psychiatric Center (CPC), and UNM Psychiatric Center (UNMPC). UNM Hospitals (UNMH, CTH, CPC, UNMPC) is located as part of the Main UNMH campus.

UNMH currently has 628 beds and is recognized for clinical excellence in many specialties including Trauma and Emergency Medicine, Pediatrics, Orthopedics, Cancer Research and Treatment, Transplantation and many others. The Hospital and its components provide primary, secondary, tertiary and quaternary care and receive referrals from counties throughout New Mexico and the entire Southwest. UNMH has 36 hospital-based clinics located at the main facility as well as various off-site locations. UNMH has six retail pharmacy locations located within off-site clinic. UNMH qualifies for 340B drug pricing.

Emergency Visits	89,032
Outpatient Visits	612,359
Trauma Visits	2,343
Births	2,987
Inpatient Days	175,211
Offsite Clinics	30
Inpatient Admissions	23,128

<i>Patient Payer Mix</i>	
Medicaid	35.3%
Uncompensated Care	4.5%
Commercial/HMO	24.4%
Medicare	30.3%
Other	5.5%

(Blank to next page)

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

- 2.9.1** Verify any Offeror statement or claim by whatever means the UNMHS 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 UNMHS verifying such information.

(Blank to next page)

SECTION III
STANDARD TERMS AND CONDITIONS

appropriations and authorization are not made by UNM SRMC Board of Directors or the Regents of

3.11 Cooperation and Dispute Resolution. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a

3.21 Health Insurance Portability and Accountability Act (HIPAA). If applicable, the parties agree to enter into a mutually acceptable amendment to a resultant Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which 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

- 3.39 Payment Terms.** Upon written request from Offeror for payment, the UNMHS 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 UNMHS 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 PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate UNMHS official.
- 3.44 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.
- 3.45 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. (UNMHS Purchasing Regulations 11.6.3.)
- 3.46 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 UNMHS for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMHS. 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.
- 3.47 Release SRMC BOARD OF DIRECTORS AND UNMHS REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release UNM Sandoval Regional Medical Center, Inc., the 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 UNM Sandoval Regional Medical Center, Inc., the University of New Mexico Hospitals, or the State of New Mexico to any obligation not assumed in the contract by UNM Sandoval Regional Medical Center, Inc., 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.

3.48 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,

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 that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.
 - 4.1.5** Points will be awarded based on Offerors ability to provide a copy of a current Resident Veterans Certificate (**Exhibit B**)
 - 4.1.6** In addition, the Resident Veterans Preference Certification Form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.
 - 4.1.7** RFP's are to be evaluated on preference as follows:
 - 4.1.7.1** In addition to the total points on an RFP, 10% must be added for preference award. For example, an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total of 1080.
 - 4.1.8** The attached "Resident Veteran Preference Certification" form (**Exhibit B**) must filled out, signed and included in the offeror's RFP from any business wishing to receive a resident veteran's preference.
- 4.2 SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit C**.

SECTION V**RESPONSE FORMAT****5.1 Business Profile, Financial and References Qualifications (5 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 in UNMHS's Territory?
- 5.1.4 Provide no less than three (3) references of customers you have entered into an agreement within the last three (3) years who can verify the quality of service your company provides. Indicate if the agreement(s) are still active and if not, why not? Company name, address, contact person and title, phone, contract period and scope of work must be included. **One (1) of the three (3) references shall be similar in size to UNMHS and scope of work as called for in this RFP. Please indicate which of the references is similar in size.**
- 5.1.5 The Offeror should provide financial information sufficient for UNMHS to adequately establish the Offeror's financial capability to provide and support the scope of work in its Proposal. Such information may take the form of an annual report, banking information and/or guarantees.
- 5.1.6 List any other factor known that could materially impair your ability to carry out the duties and obligations under this Agreement or that could materially affect your decision.

5.2 Product: (30 Points Possible) Provide PROPOSER's specific product description, part numbers, product specifications, and warranty specifications for each category of product.

- 5.2.1 Describe your indigent patient program, if any.
- 5.2.2 Describe your Value Added Carve-outs, in any.
- 5.2.3 Describe in detail any unique features and functionalities of the products being proposed.
- 5.2.4 Has a customer ever rejected or returned you products? If yes, please explain and provide customer name and location.
- 5.2.5 How does your company make sure that the processes being used to manufacture and/or inspect the product are correct?
- 5.2.6 Does your company have standard inspection procedures and how often are they used.
- 5.2.7 Tell us how your company will ensure your products design will meet UNMHS's requirements.
- 5.2.8 Does your company have a quality assurance program? If yes, describe the procedures your company has in place.
- 5.2.9 Has your company ever failed to meet Federal, State or local requirements for your type of products? If yes, explain. If not, explain what you are doing to prevent it from occurring.
- 5.2.10 Describe the type and size of inventory carried. All dated products and equipment must have a long expiration date. The minimum should be at least 1 year until expiration.
- 5.2.11 Have you ever provided products that are still being provided that no longer deliver and or no longer support? If so, please explain and provide customer name and location.

5.3 Services, Ongoing Support Model: (25 Points Possible)

- 5.3.1** Provide a point by point response to the Scope of Work and service requirements as identified below and in Section 1.1 Scope of Work, clearly showing that your company, using your past and current experiences, has the capacity to support and to successfully deliver the volume of work anticipated from UNMHS to include but not limited to describing your firm's philosophy, approach(es) and preferred methods of meeting requirements and expand on your unique capabilities and client experience that differentiate you and your

- 5.3.12 Describe in-house corporate resources available to support this contract.
- 5.3.13 Describe in detail listing all the steps or services from initial request through invoicing as well as the support structure solution your company is offering to UNMHS including but not limited to access to specialized expertise in support of planning and problem resolution process for support of UNMHS personnel.
- 5.3.14 What is your company's problem resolution process?
- 5.3.15 Detail the structure of your account team that would be assigned to UNMHS.
- 5.3.16 List the hours when live assistance is available.
- 5.3.17 Document how your company will provide after-hours support.
- 5.3.18 In the event of delays in delivery of products, absenteeism, etc., delineate your back-up resources for both delivery and personnel.
- 5.3.19 Describe in detail any other "value added" opportunities (i.e.: rebates, education, free overnight shipping, etc.) that may not be required herein, that would be available to the UNMHS if your firm is selected.
- 5.3.20 Offeror may provide technical training and education at the University of New Mexico Hospitals, Clinics, and SRMC as reasonably necessary, on the safe and effective use of its products, procedures and surgical techniques to healthcare professionals (HCP's). In addition, Offeror may provide technical training and education at a location outside of UNMHS on the safe and effective use of its products, procedures and surgical techniques to HCP's. Is your company willing to provide this training, if so, explain the process and all associated cost.
- 5.3.21 **Value Added Carve-Outs:** With the intent to add value to UNMHS and your proposal, please include any value-added services, trade-in offers of existing instruments/implants onsite or owned by UNMHS, 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.

5.4 Price Proposal. (40 points Possible)

- 5.4.1 **Prices:** Pricing will be a flat fee per individual product component (not complete system) based on 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 **Shipping/Freight:** No Shipping / Handling or Freight charges will be paid by UNMHS for products delivered directly to the facility by Vendor's representative.

5.4.2.1 Utilization oft(5)-2.5(-)-6.8(4)8.6(-)-6.8(2)19.8(-)-18.0(1)]TJ 9.8(F1 10..6(t)-1.(r)8.n)-2.5(g)-259

5.4.2.1.2.2 Vendor's complete name, address and contact information (both e-mail /phone)

5.4.2.1.2.3 Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, and extended cost total

5.4.2.1.2.4 Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number



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).

UNMH 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 UNMH, not based on lowest price. All responses to this Request for Proposals become the property of UNMH and will become public information upon completion of UNMH 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. UNMH reserves the right to judge the presentation of the firms submitting

SECTION VII
ORGANIZATION OF PROPOSAL

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 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 RFP

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NE48.74 Tf 1 0 03.1(Aef_)-2.5(_)**5 65.57<f** 1 0 0 Tf 1 .1(Aef_)-2.5(_**9(O)7.8o8o)m** [(N)a6.4(c)-2ia

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.

_____ 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.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services 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:

"In conjunction with this procurement and the requirements of this business' application for a 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

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

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

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

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. "The Regents of the University of New Mexico Hospitals, the University of New Mexico Hospitals, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Offeror's employees to be e(a)-2.6(s)]TJ Eppico

EXHIBIT G

COST PROPOSAL

(See Exhibit G Excel Spreadsheet)