

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

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 c.0(e)-371.2(a)E.1(a)-1.6(r),.9(y)-25h.6(k)10.8(a)-1.6(nd)-25d1.6(e)9.1(l)-

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 OB/GYN Uterine Manipulator Instruments 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 Uterine Manipulator Instruments and Disposables that support surgical cases relating to large uteri, severe endometriosis, recto-vaginal adhesions etc.

Minimum Requirements:

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

UNMH will not pay for any standard Shipping or Handling with regard to any awards.

Vendor representatives shall be in full compliance with Vendor policy. See Vendor Handbook.

Excellent customer service for University of New Mexico Health System

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 (UNMHSC). 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.

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 UNMHSC 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 UNMHSC, (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 UNMHSC 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 UNMHSC, 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

2.4.1 **Offeror to Review.** The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own

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

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's General Terms and Conditions are an equal and integral part of this request. All terms and conditions of this request will remain unchanged for the duration of the contract and will supersede and take precedence over any Offeror's agreement forms. Offeror must 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 while in the US may be subject to 30% tax withholding per IRS Publication 515.

3.20 Governing Law

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 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 the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

3.25 Instrumentalities: Offeror shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Agreement or its attachments.

3.26 Insurance Requirements: The Offeror is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications. Offeror must submit proof of insurance in the form of a "Certificate of Insurance" to the appropriate Buyer prior to commencing work under this 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.

3.27 Late Submissions. Late submissions of offers will not be accepted or considered unless it is determined by the UNMHSC that the late receipt was due solely to mishandling by the UNMHSC or the offer is the only offer received. Late submissions will be returned unopened.

3.28 Merger. The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

3.29 New Materials Required. All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are

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 nos7n protto e2(h)1g of for h-239.1(c)-1(nd/)-S(g)10.81(t)-4.6(u)1grngy

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

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.

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 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 C**)
 - 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.
 - 4.1.7.2** The attached "Resident Veteran Preference Certification" form (**Exhibit C**) must be filled out, signed and included with 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 D**.
- 4.3 CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit E**

Disposables

“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

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 employees, organizational structure, mission statement, location of business, location of staff, and type of ownership.

5.1.2

SECTION VII

ORGANIZATION OF PROPOSAL

EXHIBIT A

AUTHORIZED SIGNATURE PAGE

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:

EXHIBIT C
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

