

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

**REQUEST FOR PROPOSAL (RFP)**

**RFP Number: P477-22**

**TITLE: Train of Four  
Monitoring**

**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 January 25, 2023**. 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 Sciences Center, specifically University of New Mexico Hospitals (“UNMH”) and UNM Sandoval Regional Medical Center, Inc. (“SRMC”) (For the purposes of this RFP, UNMH and SRMC are collectively referred to as (“UNMHSC”) UNMHSC invites you (“Offeror”) to submit an offer for material(s) and/or services set forth in this Request for Proposal (RFP). Please







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 r-4.30 (u)9.1.406py28.10 (t)-5.70 (e)-6.50 (w)5.80 6( )9.70



**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.

- 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



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.** 8 1 0 + 6 & A Z \* H Q H D O Y H P V D G & R Q B W R Q V D U H D Q H T X D O D G L Q M U D O 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

any sui u.tn8.10 ( )2or310.40 ( )-21.90aai n ngi u. ny0-3.20 ( )-21.90 (or690 ( )2)6ai of ys.m.mn or690 ( y)11.10g o

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

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 Work to UNMHSC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Offeror shall require all members of the

Consulting Team to agree in writing that they will execute and deliver all documents and do any and



**3.50 Offeror's Employees and Agents.** Offeror shall have complete charge and responsibility for persons

**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

**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**)



**SECTION V**

**RESPONSE FORMAT**

**5.1 Business Profile, Financial and References Qualifications**





**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. At the end of the organization of your proposal shall be clearly labeled, 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 page such on the front of the binder.

(Blank to next 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:

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



**EXHIBIT D**

**UNM HEALTH SYSTEM 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:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Typed: \_\_\_\_\_ Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/zip: \_\_\_\_\_

**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.
2. The 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. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
  - c. Submission of this certification and disclosure is a prerequisite for making or entering into this

**EXHIBIT F**

