

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

REQUEST FOR PROPOSAL (RFP)

RFP Number: P396-19

TITLE: Spinal 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 February 11, 2019**. 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 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)

UNMHSC Procurement Specialist Contact Information: The UNMHSC 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: Anna Silva
Title: Procurement Specialist
Address: 933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106
Telephone: (505) 272-9571
E-mail: amsilva@salud.unm.edu

Electronic Format and Hard Copies:

- 1. Only hard copies will be accepted and must be submitted manually via hand delivery, carrier or first class mail and must submit:**

One (1) Original, marked on the cover as “Original,”
Eight (8) copies, marked on the cover of each as “Copy,” and One
(1) CD/DVD disc, Thumb Drive

2. Hard copies must be printed in ink and correcti

SECTION I

SCOPE OF WORK

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified Offerors in an effort to reduce cost to the institution while still maintaining the quality of spinal implants available for patient care. It is the goal of the institution to award to the best vendors suited to fulfill the patient care need and financial obligations of the institution to the communities across New Mexico which we serve. This RFP will include a range of spinal implants including, but not limited to odontoid fixation, cervical spine constructs (both anterior and posterior), thoracic spine constructs (both anterior and posterior), lumbar spinal constructs (anterior, lateral, endoscopic and posterior), and sacral/pelvic spinal constructs. The RFP will also consider artificial disc, rods, pedicle screws, locking screws, rod contouring systems, cross links, disc and corpectomy cages/spacers (e.g. TLIF cages, PLIF cages, expandable cages, etc.), drill bits, laminoplasty constructs, staples, adjustable rod's. UNMH will not be considering kyphoplasty or vertebroplasty systems within this RFP.

Minimum Requirements:

- x Awards will be given for a minimum 3 year duration contract.
- x UNMH will not pay for any Shipping or Handling with regard to any awards. UNMH will not pay for any rental charges for instrumentation sets.
- x Vendor representatives shall be present for all surgical procedures and be in full compliance with Vendor policy See Vendor Handbook.
- x Vendor instrumentation and implants are the representatives responsibility pre-operatively, intra-operatively, and post operatively.
- x There will be no guarantee of Market Share. Vendors are asked to provide Capped Product and Capped Construct pricing lists for UNMH's consideration. Drill Bits, Pins or Guides will be include for all cases at No additional Charge.
- x All construct pricing should include all disposables required for procedure. Pricing for the construct is required to be itemized for UNMH's consideration.
- x To the extent that Oncology or revision cases require a unique or specialized component, a separate construct should be created or listed as an add-on. UNMH reserves the right to award to a single vendor, multiple vendors or no vendor at all; whichever is deemed in the best interest of UNMH.
- x **New Technology Pricing**
As mandated by federal laws and regulations, Supplier does 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 contract must be introduced and price negotiated prior to patient use.
- x **Service**
Excellent customer service for University of New Mexico Health System member's current and future needs will be expected as evidenced by:
 - The vendor relationship shall support the need for timely and accurate information as requested by UNMHSC.
 - Vendor representative will continue to provide field support to physician procedures as requested
 - Vendor will service outlying clinics to include:
 - University of New Mexico Hospital
 - Sandoval Regional Medical Center

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

To the best of the knowledge of UNMHSC the information provided in this RFP is accurate. Nonetheless, nothing in this RFP is intended to relieve Offerors from undertaking their own investigations or inquiries or performing other due diligence or forming their own opinions and conclusions with respect to the matters addressed in this RFP. The UNMHSC does not represent or warrant that the information is comprehensive or exhaustive and assumes no responsibility for the 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. 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.

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 aom Palalalalon

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 amsilva@salud.unm.edu](mailto:amsilva@salud.unm.edu) or as otherwise directed by the Procurement Specialist;
- 2.5.1.2** Including the Offeror's address, telephone number, facsimile number and email address;
- 2.5.1.3** If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 2.5.1.4** All requests for clarification are due no later **than 2:00 PM MST/MDT , January 28, 2019.**

2.5.2 Questions and Answers. The UNMHSC will provide Offerors with written responses in the form of addenda to questions that are submitted in accordance with Section 3.5.1.1. All addenda shall form part of this RFP. Questions and answers will be distributed in numbered addenda. In answering the Offeror's questions, the Procurement Specialist will include in all addenda the questions asked but will not attribute the questions to any Offeror. Notwithstanding the foregoing, the Procurement Specialist may in its sole discretion answer similar questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

2.6 Issued Addenda. Each Offeror shall be responsible for verifying before submitting its Proposal that it has received all addenda that have been issued. All addenda will be posted on the UNMHSC bidding website visit <http://hospitals.unm.edu/about/proposals.shtml>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

2.7 Amendments to the RFP. UNMHSC shall have the right to amend or supplement this RFP in writing prior to the Closing Time. No other statement, whether written, oral or inferred, will amend this RFP. The Offerors are responsible to ensure they received all addenda, if any. The addenda shall be binding on each Offeror.

2.8 Clarification of Offeror's Proposal

2.8.1 The UNMHSC shall have the right at any time after Proposal submission, to seek clarification from any Offeror in respect of such Offeror's Proposal, without contacting other Offerors. The UNMHSC is not obliged to seek clarification of any aspect of a Proposal.

2.8.2 Any clarifications sought shall not be an opportunity to either correct errors or to change the Offeror's Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this 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.

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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

The following General Terms and

is deemed to be in the best interest of the UNMHS i-38.3 CTc 0 Tw 14.848 -4.2()Tj-0.009 Tf10.002 MC /P MCID 0

exception under the law, documents in the University's possession are subject to review by any

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

RFP 396-19

SPINAL IMPLANTS

and shall defend any suit or action brought against any or all of them based on any actual or alleged

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 all things necessary and proper to effect assignment of inventions arising out of the Work required by the Agreement to UNMHSC.

Survival of Provision. This provision shall survive expiration and termination of the Agreement.

- 3.35 Packaging.** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All PDWHULDO UHWXUQV ZLOO EH DW WKH ZIIHURUÆV H[SHQVH
- 3.36 **Patent and Copyright Indemnity.** Offeror shall indemnify, defend and hold harmless the UNMHSC against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
- 3.37 Payments for Purchasing.** No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction, or items of tangible personal property unless the Purchasing Office or the UNMHSC using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
- 3.38 Payment Terms.** Upon written request from Offeror for payment, the UNMHSC 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.
- 3.39 Payroll or Employment Taxes.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the UNMHSC with respect topayments 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.
- 3.40 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.
- 3.41 Period for Offer Acceptance.** Offeror agrees that any offer made submitted will be good for a minimum period of 365 calendar days.

3.57 Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract

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 bus

identified in Section I, and 1.1, through 1.22 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 UNMHSC

- 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 requested herein, that would be available to the University 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 (HCPs). In addition, Offeror may provide technical training and education at a location outside of UNMH and SRMC on the safe and effective use of its products, procedures and surgical techniques to HCPs. 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 UNMHSC and your proposal, please include any value-added services, trade-in offers of existing instruments/implants onsite or owned by UNMH

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

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).

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.

An evaluation committee shall evaluate proposals based on the weighted criteria

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 ye y.8 ((r)-42.9 (o5 (H)1 (I)(l)-4.6 (a)-1.7 2/()TjEMC

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

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:

**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.”

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