



THE UNIVERSITY OF NEW MEXICO • HEALTH SCIENCES CENTER

UNM HOSPITALS

PURCHASING DEPARTMENT

2211 Lomas Blvd., NE

Albuquerque, New Mexico 87106

REQUEST FOR PROPOSAL NUMBER: P389-18 DUE DATE: August 27, 2018 TIME: 3:00 PM MST

TITLE: HOME INFUSION

University of New Mexico Hospitals (UNMH) invites you to submit an offer for materials and services for the following Request for Proposal (RFP). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposal may result in your proposal being classified as non-responsive. New Mexico criminal law prohibits bribes, gratuities and kickbacks. (13-1-191 NMSA 1978).

PROPOSAL SUBMITTALS

Proposals must be submitted to the above address no later than the time and date specified above. All information must be entered in ink or typed. Corrections must be initialed by individual signing the offer. The proposal title, number, opening date and time must be clearly indicated in the lower left corner of your sealed proposal envelope. Failure to properly label your envelope may result in your proposal not being included in the proposal opening and evaluation.

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		The Joint Commission (TJC) Standards Relating to Credentialing of Durable Medical Equipment Agencies. <u>Note this form is mandatory and must be signed and returned with RFP.</u>

CONTACT INFORMATION:

BUYER: Chris Lechalk (505) 925-4333 Email: cwardlechalk@salud.unm.com
 TECHNICAL: Dianna Hughes (505) 272-3493 Email: Dhughes@salud.unm.edu

OTHER INFORMATION: All questions pertaining to this RFP must be submitted to both the Buyer and Technical contacts via email and received by **Monday, August 20, 2018**

OTHER INFORMATION

NUMBER OF COPIES REQUIRED: 3 Copies
 SCHEDULED SITE VISITS: N/A
 FREIGHT TERMS: N/A
 PAYMENTS TERMS: Net 30 Days

TERMS AND CONDITIONS

The purchase of any material(s) and/or service(s) awarded under this RFP are subject to the University of New Mexico's General Terms and Conditions, The Standard Terms and Conditions for goods and services, in addition to other statements contained in this Request for Proposal. Offerors may submit alternate terms and conditions; however, UNM reserves the right to reject the language if it is considered to not be in the best interest of UNMH.

The University of New Mexico Hospital
Purchasing Department
2211 Lomas Blvd., NE
Albuquerque, New Mexico 87106

REQUEST FOR PROPOSAL NUMBER: P389-18

DUE DATE: August 27, 2018 TIME: 3:00 PM MST

TITLE: HOME INFUSION SERVICES

THE FOLLOWING INFORMATION MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL:

TELEPHONE NUMBER FOR OFFER CLARIFICATION:

NAME: _____ EMAIL: _____

TITLE: _____ FAX NUMBER: _____

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated: _____ Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____ Addenda No. _____ Dated: _____

AGREEMENT TO SUPPLY BONDS:

The undersigned agrees to furnish Bonds, if requested, by this Request for Proposal at no cost to The University.

AUTHORIZED REPRESENTATIVE:

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal with its related documents, and being familiar with all of the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials, and supplies necessary to comply with the requirements and specifications in accordance with the Terms and Conditions set forth herein and at the prices stated in the offer.

The undersigned further states that the company submitting this offer is not in violation of any applicable Conflict of Interest laws or regulatory or any other related clauses included in this RFP.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED OR TYPED NAME: _____

TITLE: _____ DATE: _____

PHONE: (____) _____ FAX: (____) _____ EMAIL: _____

CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S FEDERAL TAX ID NO. _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

SECTION I

**UNIVERSITY OF NEW MEXICO
GENERAL TERMS AND CONDITIONS**

1. **ADDRESSES FOR NOTICES:** Any notice required to be given under this proposal or the resultant contract shall be in writing and delivered in person or via first class mail or overnight mail to the following address:

Mail to:

The University
Purchasing Department
2211 Lomas Blvd. NE
Albuquerque, NM 87106

Deliver to:

the University
Purchasing Department
2211 Lomas Blvd. NE
Albuquerque, NM 87106

2. **AGREEMENT TERMS AND CONDITIONS:** The agreement between the University of New Mexico and a Seller will follow the format specified by the University of New Mexico and contain the terms and conditions set forth in "Terms and Conditions". However, the University of New Mexico reserves the right to negotiate with a successful Seller provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful seller's proposal will be incorporated into the contract.
- Should a Seller object to any of the University's terms and conditions, as contained in this Section, that Seller must propose specific alternative language that would be acceptable to the University. General references to the Sellers terms and conditions or attempts at complete substitutions are not acceptable to the University of New Mexico and will result in disqualification of the Seller's proposal. Sellers must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by specific proposed alternate wording.
3. **APPROPRIATION:** The terms of the contract are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico. If sufficient appropriations and authorization are not made by the University, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Contractor's receipt of written notice of termination from the University.
4. **AWARD – MULTIPLE:** The University reserves the right to make multiple awards of the items, projects and/or sections of this request.
5. **CANCELLATION:** The University reserves the right to cancel without penalty, this request, the resultant contract or any portion thereof for unsatisfactory performance, cancellation of the project or unavailability of funds.
6. **CONFLICT OF INTEREST FORM:** Seller is required to sign the attached Supplier Conflict Of Interest and Debarment and Suspension Certification FORM. Failure to provide the University of New Mexico (UNM) with a completed Conflict of Interest Form may result in your offer being considered non-responsive.
7. **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 dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
8. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the University of New Mexico (UNM) awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information.

If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the University of New Mexico (UNM) shall examine the Seller's request and make a written determination that

specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **EMPLOYEE CERTIFICATION:** The Seller and all Sellers' employees utilized on the work to be performed under this Request must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
10. **GENERAL TERMS AND CONDITIONS:** The University of New Mexico'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 vendor agreement forms. Offeror must include a detailed description regarding any exceptions to the terms and conditions of this request for proposal. If exceptions or deviations are not clearly stated, it is understood that the terms and conditions of this proposal shall govern.

The University of New Mexico 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 any modifications to the terms and conditions if it is in the best interest of the University to do so.
11. **GOVERNING LAW:** This proposal and the resultant contract and/or purchase order will be interpreted and governed by the laws of the State of New Mexico.
12. **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under this contract. 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.
13. **MEMBERSHIP IN PURCHASING GROUPS:** The University is eligible and will at its discretion, accept Novation, GSA SPD, or UHC contract pricing, where applicable, and where it is the lowest price.
14. **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.
15. **MULTI-TERM CONTRACT:** Pursuant to Section 13-1-151 NMSA 1978, it has been determined that the estimated requirements covered in this contract are reasonably firm and continuing; and that a multi-term award will serve the best interests of the University of New Mexico (UNM).
16. **OPTION TO RENEW:** The University reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interests of the University. These renewal options will be exercised in increments as indicated in the proposal specifications, or if not stated, in one-year terms. The contract shall not exceed (4) four years including all renewals.
17. **OSHA REGULATIONS:** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Request. The Seller shall defend, indemnify and hold the University 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 attorneys fees.
18. **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 central purchasing office or the using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications.
19. **PROPOSAL NEGOTIATION:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible offerors who submit offers found to be reasonably likely to be selected for award. The University is under no obligation to conduct discussions with any or all offerors.
20. **REFERENCES REQUIRED:** Offeror must furnish a minimum of three (3) references of organizations and/or businesses that offeror has provided with similar services or items, unless otherwise stated in this Request for Proposal. The organization's name, a contact, telephone number and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in your offer being considered as non-responsive. Offeror, by furnishing these references, agrees to allow the University of New Mexico to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer.

The University of New Mexico reserves the right to check any references known to them and to use information received from such references in making the award.

21. **RELATIONSHIP OF PARTIES:** The parties and their respective employees are at all times acting as independent contractors. Contractor will not be considered an employee of the University of New Mexico for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the University. 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.
22. **RELEASE UNM REGENTS:** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, The University, 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 the University of New Mexico, The University or the State of New Mexico to any obligation not assumed in the contract by the Regents of University of New Mexico, The University 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.
23. **REMOVAL OF CONTRACTOR'S EMPLOYEE (S)** The University may request that Contractor's employee(s) be removed from the work under the contract for cause. The University may immediately terminate, with written notice to Contractor, the services of any Contractor employee, if the University management believes in good faith that Contractor's employee is unable to perform the services with reasonable skill. Contractor's agreement may also be terminated if Contractor's liability insurance coverage is modified or terminated.
24. **RETENTION OF RECORDS:** Contractor will maintain detailed records indicating the date, time and nature of services provided under this Agreement for a period of at least five years after termination of this Agreement, and will allow access for inspection by The University of New, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provision of services under this Agreement.
25. **RIGHT TO PROTEST:** The solicitation of the award of an RFP/IFB may be protested as per the UNM Purchasing Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.
26. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
27. **SELLER GUARANTEE:** The Seller shall guarantee all materials, equipment and workmanship furnished and/or installed under this Request to be free of defects and shall agree to replace solely at his expense, any and all defective equipment, parts, etc. within a one year period after the date of acceptance of the items and/or installation by the University, unless otherwise agreed to in writing at time of the award.
28. **SHORT LIST:** As stated in rule GSA 89-601 of the State of New Mexico Procurement Code regulations, for the purpose of evaluation and conducting discussion, a "short List" may be generated. Proposals shall be ranked and the offerors who submitted the highest ranked proposals will be selected for the short list and will be eligible for evaluation and final negotiation.
29. **TERMINATION PROVISION:** This contract may be terminated by either party upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations nor liabilities already incurred for performance or for failure to perform prior to the date of termination.
30. **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.
31. **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 alleged to have granted the waiver.
32. **WARRANTY:** Please state the warranty for equipment to be supplied under this Request. A copy of the warranty should be included in your submission.
33. **PROTECTION OF CONFIDENTIAL DATA:** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education

SECTION II
THE UNIVERSITY OF NEW MEXICO STANDARD TERMS AND CONDITIONS
FOR GOODS AND SERVICES (Purchase Orders)

1. **INSPECTION.** The University of New Mexico may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. 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.
2. **WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.
3. **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 this 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.
4. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to this 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.
5. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University of New Mexico is entitled to revoke acceptance of them the University of New Mexico may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University of New Mexico for all incidental and consequential costs related to unaccepted goods or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.
6. **PAYMENT TERMS.** Upon written request from Seller for payment, The University of New Mexico shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certification of acceptance. Late payment charges shall be of 1 and 1/2 % per month.
7. **ASSIGNMENT.** This Purchase Order is assignable by the University. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the University.
8. **CHANGES.** The University of New Mexico may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such charge. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

9. **TERMINATION AND DELAYS.** The University of New Mexico may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The University of New Mexico shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University of New Mexico shall not be liable for consequential damages. The University of New Mexico may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University of New Mexico may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University of New Mexico thereby, including incidental and consequential damages. If after notice of termination, the University of New Mexico determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University of New Mexico provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and his sub-suppliers at any tier.
10. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing the services required under this Purchase Order, 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 in any other manner prohibited by law.
11. **INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged 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 Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, 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. Seller will also indemnify, defend and hold harmless the University of New Mexico against any joint and several liabilities imposed against the University of New Mexico with respect to strict product liability claims attributable to the fault of the Seller.
- Seller agrees that it and its subcontractors 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 this Purchase Order on premises occupied by or under the control of the University. The liability of the University of New Mexico 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.
12. **INSTRUMENTALITIES.** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this Purchase Order or its attachments.
13. **PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University of New Mexico with respect to payments to Seller or on behalf of Seller its agents or employees. Seller 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 Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (social security) tax, to be paid by Seller according to law.
14. **WORKERS COMPENSATION.** No workers compensation insurance has been or will be obtained by UNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

15. **INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University of New Mexico for any purpose whatsoever. Seller declares that Seller 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 this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the University of New Mexico is not Seller's sole or only client or customer.
16. **SELLERS EMPLOYEES AND AGENTS.** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University of New Mexico as a result of this Purchase Order.
17. **PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the University of New Mexico 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.
18. **DISCOUNTS.** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the appropriate University Department. In the event testing is required prior to acceptance; the discount time shall begin upon the completion of the tests.
19. **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.
20. **TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to the University of New Mexico upon acceptance at the FOB point specified, subject to the right of the University of New Mexico to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.
21. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed with New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
22. **OTHER APPLICABLE LAWS.** Any provision required to be included in an agreement of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
23. **CONFLICT OF INTEREST.** Seller shall disclose to the University of New Mexico Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of Interest Disclosure form with the University Purchasing Department.
24. **AGREEMENT.** This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by Implication by the terms of this Purchase order. Any terms inconsistent with or in addition to this Purchase order proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
25. **FOB.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.

26. **VENDOR COMPLIANCE.** The Deficit Reduction Act became effective January 1, 2007, please review and understand the compliance training material under the "Vendor Compliance" section of the UNM Purchasing Department web page at www.unm.edu/~Purch

**SECTION III
INSTRUCTIONS TO OFFERORS**

1. **SEALED PROPOSALS:** All proposals must be sealed and submitted in the prescribed manner and must be signed. The authority of the individual signing the offer must be stated in the proposal.
2. **CONSIDERATION FOR ACCEPTANCE.** These discussions may relate to negotiated changes to any portion of the proposal. However, proposals may be accepted without discussions.
3. **ACKNOWLEDGMENT OF ADDENDUM:** Offerors shall acknowledge receipt of any addendum to this Request for Proposal by identifying the addendum number and date in the space provided on the response form.
4. **PROPER ADDRESS:** Indicate address to which The University purchase orders should be sent, if different from address shown on page 2 of this proposal.
5. **NUMBER OF COPIES OF PROPOSAL:** Please submit the required number of copies of your proposal and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your proposal being considered non-responsive.
7. **CANCELLATION:** The University reserves the right to cancel without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.
8. **EMAIL ADDRESS OR TELEPHONE PHONE NUMBER FOR QUOTE CLARIFICATION:** The Offeror must include an email address and a local or toll-free number for offer clarification. Failure to do so may result in the quote being classified as non-responsive.
9. **CLARIFICATIONS:** Any clarification of instructions, terms and condition, insurance, bonds or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarification must be in writing and submitted as an addendum to be considered as part of this RFP.
10. **LATE SUBMISSIONS:** Late submissions of proposals will be not be considered unless it is determined by the University that late receipt was due solely to mishandling by the University, or whenever the proposal is the only offer received. All other late submissions will be returned unopened.
11. **MODIFICATIONS:** Only Modifications received prior to time specified for the proposal opening will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.
12. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the contract is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3).
13. **PAYMENT DISCOUNTS:** The University will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible offeror.
14. **PERIOD FOR OFFER ACCEPTANCE:** Offeror agrees that an offer made will be good for a period of sixty (60-calendar days, an additional time period may be requested in the RFP Scope of Work.
15. **REJECTION OF OFFERS:** The University reserves the right to award offers based on evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interests of the University.
16. **TAXES:** The University is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in any base price quote. Applicable taxes are excluded from the proposal evaluation. A non-taxable transaction certificate will be provided upon request.

17. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, electronically or in person, by an authorized representative of the Offeror, any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.
18. **CASH DISCOUNTS:** The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
20. **SUBMISSIONS OF DRAWINGS/LITERATURE:** The submission of drawings and literature to be used in the evaluation of the offer must be made by the closing date and time to be considered. All submissions shall be made at no expense to the University. Returns of submissions will be made only when requested by the Offeror and only at Offeror's expense.
21. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination of whether an alternate offer is equal. It is the Offeror's Responsibility to provide, as part of the offer, descriptive literature and specification information on all alternate offered. References of current users should be included. If the item(s) offered are not clearly identified as alternate items(s) it is understood that the offer is for item(s) exactly as specified in this RFP.

**SECTION IV
INSURANCE REQUIREMENTS**

CERTIFICATES OF INSURANCE:

The Contractor 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 Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of insurance shall be in the form of Alas 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, The University of New Mexico, its agents, servants and employees 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 Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in an amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The contractor shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$100,000 for property damage for a total maximum liability of \$1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et. Seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions and renewals. The limits effective July 1, 1992 are: **Bodily injury \$750,000 Each Occurrence--Property Damage \$100,000 Each Occurrence**

CONTRACTOR'S AND SUB SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub subcontractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

SECTION V
THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$10,000 OR GREATER

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Regent of The University of New Mexico (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any University of New Mexico employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

_____ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to The University Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company Name _____

Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:
CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(APRIL 1991)

- A. 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.
- B. 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
 - 1) 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;
 - 2) 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.

- 3) (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

**SECTION VI
HOME INFUSION
SCOPE OF SERVICES**

Introduction:

University of New Mexico Hospitals (“UNMH”) is New Mexico’s only academic medical center; the State’s only Level One Trauma Center and is the largest clinical component of the University of New Mexico Health Sciences Center (UNMHSC). Included in the UNM Hospitals are the Children’s Hospital, Children’s Psychiatric Center (CPC), UNM Psychiatric Center (UNMPC) Mental Health Center (MHC), and Carrie Tingley Hospital (CTH) as well as several other clinics.

Purpose: UNMH is requesting proposals for Home Infusion. The intent of this request is to find the best products and price for UNM Hospital as indicated in the following specifications. UNMH is seeking proposals for Home Infusion Services for our Hospice program and our indigent population. This program will provide seamless customer service and maintain high quality health care at discharge from the hospital continuing into the home environment.

The UNM Hospital Home Infusion contract provides UNM Care Program, Care Management and/or University Hospice patients with home infusion services on an outpatient basis. Patients must qualify prior to receiving assistance through the UNM Care Program or be approved for assistance through Care Management. The UNM Hospital Home Infusion contract currently averages between 1-5 patients a month on therapy. Home IV antibiotics are the primary therapy utilized. Patients who receive new funding sources are transitioned as appropriate (with attention paid to the billing cycle of the patient, if applicable).

Term: the initial term of the agreement(s) will be for a period of One (1) year, with the options to renew for three additional one year agreements not to exceed eight (4) years total, upon the mutual agreement of the parties.

Pricing: Prices are to be held firm for each contract year and price increases for renewal years must be addressed and approved in writing prior to going into effect.

I. PROVIDER (Contractor’s) QUALIFICATIONS

1. Provider must have the capacity to and provide prompt, courteous, cost effective, professional service to UNM Care Program, Care Management and University Hospice patients requiring home infusion services.
2. Provider must be able to provide home infusion for UNM Care Program, Care Management and University Hospice patients within 24 (twenty-four) hours of initial request. Provider must be able to provide hospice patient dosing changes within 15 (fifteen) minutes via telephonic/remote assistance.
3. Provider must include on-call phone service for after-hours and emergency service, 24 hours per day, 7 days per week with call back within 15 (fifteen) minutes.
4. Provider must have extensive knowledge regarding home infusion services.
5. Provider must have qualified personnel to supply and maintain home infusion and follow-up of UNM Care Program, Care Management and University Hospice home infusion patients in the home setting including patient and family teaching with confirmation via teachback/demo.
6. Provider must insure that the organization is familiar with and meets all The Joint Commission (TJC) Standards relating to credentialing of Durable Medical Equipment (DME) agencies. (See attachment C, the TJC Excellence of Performance Standards (EPS))
7. Contractor must include qualified direct technical support if requested.
8. Contractor will provide education/training on equipment to hospice staff as needed or if requested.
9. Contractor must ensure that all personnel employed by Contractor have passed an extensive criminal background investigation. Contractor will verify visa employment status of referred employees as required by the U.S. Immigration Department. Contractor will ensure all personnel meet CYFD investigation

criteria. Contractor will require all employees working with UNMHSC accounts to sign a Patient's Right to Privacy Form. The purpose of the form is to obtain Contractor's employees' acknowledgment that while handling UNMHSC records they may handle patient information that cannot be divulged.

II. SCOPE OF SERVICES

A. Home Infusion contractor will provide home infusion services to UNM Care Program, Care Management and Hospice patients with follow-up by qualified personnel for the following therapies as outlined below:

1. **All home infusion therapies** for UNM Care Program and Care Management patients require prior authorization. Contractor will work with UNM Care Program/Care Management designee to assure prior authorization is obtained. Requests from University Hospice for infusion therapy do not require prior authorization with the exception of curative therapies. Contractor will be responsible for authorization for all curative therapies.

2. **IV antibiotics – both single and multiple drug therapies**

A large portion of home infusion therapy provided through this contract is home IV antibiotic therapy. Patients receiving infusions every 8, 12 or 24 hours administer these infusions by gravity, IV slow push and/or elastomeric devices. Patients receiving infusions more frequently (continuous, every 4 or 6 hours) require an ambulatory pump or elastomeric device in order to assure compliance. The contractor will provide all necessary medications and supplies for home IV antibiotic therapy as appropriate for each individual case.

3. **Pain Management**

Contractor will provide pain medications, infusion pump (ambulatory or stationary depending on patient need) and all necessary supplies for pain management therapy as ordered and appropriate for each individual case. Backup equipment will be present in home setting for any patient receiving pain management therapy.

4. **Anti-emetic therapy**

Contractor will provide anti-emetic medications, elastomeric infusion devices and all necessary supplies for anti-emetic therapy as ordered and appropriate for each individual case.

5. **Total Parental Nutrition (TPN)**

TPN is provided on a time-limited basis. Contractor will provide total parental nutrition, infusion pump and all necessary supplies for TPN therapy as ordered and appropriate for each individual case.

6. **Hydration**

Contractor will provide hydration fluid, any prescribed additives, infusion pump (if needed) and all necessary supplies for hydration therapy as ordered and appropriate for each individual case.

7. **Catheter/Line Maintenance**

Contractor will provide all necessary supplies for IV catheter maintenance as ordered and appropriate for each individual case.

8. **IV Injectables**

Contractor will provide all necessary supplies to administer IV injectable medication, including medication, as ordered and appropriate for each individual case.

9. **Injectables (SQ/IM)**

Contractor will provide SQ or IM injectable medication and all necessary supplies for injection as ordered and appropriate for each individual case.

10. **Enteral**

Contractor will provide enteral pump (stationary or ambulatory) and all necessary supplies for enteral infusions (excluding enteral product which is provided by University Hospital) as ordered and appropriate for each individual case.

- B. Home Infusion contractor will provide pharmacy on-call 24 hours a day, 7 days a week to address emergent needs of home infusion patients. On call will call back within 15 (fifteen) minutes of receiving page.
- C. Home Infusion contractor will maintain documentation as required by Board of Pharmacy and will provide documentation upon request.
- D. Home Infusion contractor will do maintenance of equipment based on manufacturer recommendation and provide documentation upon request.
- E. Home Infusion contractor will provide a percentage discount off list price for non-contracted/as needed items. (See Pricing Information Worksheet). This is expected to be a rare occurrence.
- F. Contractor will keep records of prescriptions, patient records, visits, outcomes, equipment maintenance and testing for five years after the contract expiration. UNMHSC personnel and authorized governmental agencies will be provided access to these records as needed.
- G. Contractor will provide UNMHSC the name of the employee in the Billing Department assigned to handle the UNM Care Program, Care Management and Hospice invoices. Billing for each program will be separate. Billing records will be kept for five years after contract expiration.

III. CONTRACTOR SUBMISSION REQUIREMENTS:

- A. **Service Record;** Contractor shall provide four (4) letters by hospital personnel (e.g. discharge planners, case managers) or physicians that speak to the agency's service record regarding patients. Any documentation of service record (patient satisfaction survey results, etc.) indicating service record is also requested.
- B. **Background Information**
 - 1. State the legal name and corporate address of your organization.
 - 2. List the names of all corporate sites within the state of New Mexico (use additional sheets if necessary).
 - 3. A brief history of your organization to include years of operation and company ownership.
 - 4. What percentage of your locations are licensed or franchised how are parent company policies and procedures maintained?
 - 5. Describe any current financial agreements or professional appointments you may have with any physician group.
 - 6. What is your organization's mission statement?
 - 7. What are the organization's strengths?
- C. **Insurance Coverage**
 - 1. What are your limits per occurrence and aggregate?
 - 2. Have you ever had any revocation or cancellation of your professional insurance?
 - 3. Have any of your locations been refused coverage?
 - 4. Have you had any professional liability claims/suits over the last five years (includes currently)?
 - 5. State your general and professional liability coverage.
 - 6. Please attach copy of proof of insurance, limits, and effective dates covering all locations.
- D. **Type and Scope of Clinical Services**
 - 1. What specific programs does your company/organization offer? (Attach additional information as appropriate).

2. Describe in detail your referral and admission to service procedure. Please pay special attention to description of patient teaching and verification of same.
3. Does your organization do pre-facility discharge evaluation if requested? Do you charge for that service?
4. Do you have a professional/medical advisory committee? If so, who is on your advisory committee? What is their meeting schedule?

E. Staffing

1. Describe your staffing complement using Exhibit B. If Exhibit B does not allow for adequate description of staffing, please describe staffing complement and attach to Exhibit B.
2. Do you perform background checks on your employees?
3. Explain your policy and procedure for verification of licenses.
4. Attach your orientation training, competency testing and continuing education plan for licensed staff.
5. What training has been provided for staff over the last twelve months? Please attach documentation as appropriate.
6. Is your staff bilingual? What is the percentage and languages?
7. What percentage of your employees has been with your agency three or more years?
8. What percentage of your employees has been with your agency less than one year?

F. Equipment and Maintenance

1. Please list the brand of equipment and maintenance schedule used for each of the following pieces of equipment:
 - a) Ambulatory infusion pumps
 - b) Stationary infusion pumps
 - c) Elastomeric infusions devices (maintenance schedule N/A)
 - d) Enteral pumps

G. Service Requirements

1. What is your company's response time for setting up home infusion during normal business hours?
2. What is your company's response time for setting up home infusion during on-call hours?
3. Does your company do weekend set up of home infusion services? If so, what is the response time for set up?
4. Do you sub-contract for any of your services? If yes, please describe what services and contractual agreements.

H. Pricing and Reimbursement

1. Please provide pricing information in response to the Home Infusion services described in Exhibit C.

I. Billing

1. Is your billing done locally, regionally or centrally?
2. Are you able to assign one person from your billing department to handle the UNM contract billing?

J. Quality Improvement

1. How are variances in performance identified and subsequently handled?

2. What are your key quality indicators for your company?
3. Are internal and external monitoring measurements utilized in evaluating customer service and satisfaction?
4. Can your company generate data to support payer's TJC requirements?

K. Utilization and Outcome Management

1. What data do you routinely collect for quality, utilization review and outcomes information?

**SECTION VII
HOME INFUSION
EVALUATION CRITERIA**

General

This section describes the criteria to be used for analyzing and evaluating the various proposals. Although cost will be a factor in proposal evaluation, it is specifically a consideration of secondary importance to the need for competent and high-quality home infusion and home nursing services.

The offeror whose proposal is most advantageous to UNMHSC shall be selected. The weight to be given to each of the evaluation factors is set forth below. The inclusion of cost as a factor is not intended to require that UNMHSC select the lowest cost proposal.

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. UNMH employees selected to evaluate the proposals will be the final judges as to which proposal provides the most benefit to UNMH.

Evaluation Criteria and Weights

<u>Evaluation Criteria</u>	<u>Weight</u>
Cost Proposal (As evidenced by Pricing Information Worksheet)	40%
Service Proposal (As evidenced by Questions Regarding Proposed Services)	40%
Service record and References	20%

Location/Licensure/Accreditation Worksheet Exhibit A

Please provide the following for each location:

Location Name	
Location Address	
City, State, Zip	
Business Phone Number	()
Contact Person	
FAX Number	()

Federal Tax ID #: _____
 Nonprofit [] Profit []

Accreditation and Certification Criteria

TJC	Yes[<input type="checkbox"/>] No [<input type="checkbox"/>]	With Commendation Yes [<input type="checkbox"/>] No [<input type="checkbox"/>]
Accreditation Valid through	Month _____ Year _____	Accreditation Pending Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] Pending Survey Date _____
Medicare certified	Yes[<input type="checkbox"/>] No [<input type="checkbox"/>]	
Medicare Provider #		Part A _____ Part B _____
Medicaid certified	Yes[<input type="checkbox"/>] No [<input type="checkbox"/>]	
Medicaid Provider #		
State Licensure	Yes[<input type="checkbox"/>] No [<input type="checkbox"/>]	License # _____ Valid until _____
Hospice certified	Yes[<input type="checkbox"/>] No [<input type="checkbox"/>]	
Hospice Provider #		Provider # _____
Hospice TJC Accreditation	Yes[<input type="checkbox"/>] No [<input type="checkbox"/>]	Valid until _____

STAFFING COMPLEMENT WORKSHEET
Exhibit B

Location Specific Staff
Non-Visit Staff

Position	Number of FTEs
Administrator	
Director of Home Infusion/Pharmacy Services	
Director of Nursing Services	
Manager	
Supervisor	
Patient Care Coordinator	
Quality Management Coordinator	
Liaison	
Billing Personnel	
Other (specify)	

**The Joint Commission (TJC) Standards Relating to Credentialing of Durable Medical
Equipment Agencies
Exhibit C
Mandatory Form to be signed and returned with RFP**

Standard	EQ.01.03.01
EP2	Show evidence that vendor performs routine and preventive maintenance on its medical equipment at defined intervals and according to manufacturers' guidelines. The organization documents the performance of this maintenance.
EP3	The organization perform basic safety, operations, and function checks and rep[airs on medical equipment according to the organization's policy and manufacturers' guidelines. The organization documents the performance of these checks and repairs.
EP4	Basic safety and operation checks of infusion pumps include a volumetric use of the accuracy of each pump's infusion rate between use by different patients (when used in the home). (This is for Vendor our infusion provider)
Standard	EQ 01.04.01
EP 3	For any equipment that would threaten a patient's life if it were to fail or malfunction, the organization provides a backup system that duplicates the function of the equipment to be replaced.
EP4	For all patients who are ventilator dependent, N/A
EP5	For patient receiving life-sustaining infusions...the organization provides infusion control devices with an alternative power source designed to provide service for a minimum of three times the organization maximum response time.
EP6	For any equipment that would threaten a patient's health if it were to fail or malfunction, the organization provides or arranges for either backup equipment, equipment repair, or equipment replacement.

By signing this form you are acknowledging the TJC standards and will provide all necessary documentation required.

Signature

Date

Pricing List For Home Infusion*

(Please provide pricing as requested; alternative pricing structures allowed)

1. **IV ANTIBIOTIC THERAPY**
 - A. Per Diem for q 8, q 12 or q 24 hour, gravity infusion
 - B. Per Diem for continuous, q 4 or q 6 hour, ambulatory pump
 - C. Per Diem for q 12 or 24 hour, elastomeric device
 - D. Multiple antibiotic therapy; additional per diem for each drug
 - E. Antibiotic drug pricing.
2. **PAIN MANAGEMENT THERAPY**
 - A. Per Diem for pain management therapy, including ambulatory or stationary pump (per patient need) and all supplies
 - B. Pain management drug pricing:
3. **ANTI-EMETIC THERAPY**
 - A. Per Diem for anti-emetic therapy, including elastomeric device and all supplies
 - B. Anti-emetic drug pricing:
4. **TPN THERAPY**

Per Diem for TPN should be all-inclusive (pump, supplies, all additives, etc.)
5. **HYDRATION THERAPY**

Per Diem includes hydration fluid, additives, stationary pump (if indicated)
6. **CATHETER/LINE MAINTENANCE**

Per Diem for catheter/line maintenance
7. **IV INJECTABLE**

Per dose pricing for IV injectables and all supplies
8. **SQ/IM INJECTABLE**

Per dose pricing for SQ/IM injectables and all supplies
9. **ENTERAL THERAPY**

Per Diem for stationary enteral pump and supplies (Hospice only)
Per Diem for ambulatory enteral pump and supplies (Hospice only)
Monthly charge for stationary enteral pump and supplies
Monthly charge for ambulatory enteral pump and supplies
10. **Percentage off list price for non-contracted items**

***Please note** - All per diem pricing to include all infusion and line maintenance supplies, diluents, compounding fees (and all compounding supplies), on-call, patient monitoring, phone consults, medical waste disposal, delivery, UR

Please outline on separate sheet how patient teaching/follow up will occur (previously requested in RFP as well).

All proposals shall be submitted in three hard copies, received no later than 3:00 pm on August 20, 2018 and delivered to the UNM Hospital Purchasing Department, 2211 Lomas Blvd. NE, Albuquerque, NM 87106. Butler Building Brown Portable, located by UNMH loading dock off of Frontier.

Any questions you may have concerning the enclosed specifications should be directed to Cindy Guest, Procurement Specialist @ Cwardlechalk@salud.unm.edu or Dianna Hughes (505) 272-3493 @ Dhughes@salud.unm.edu, RN Case manager.

The deadline to ask clarification questions on this RFP by contractors is August 20, 2018 at 3:00 p.m. All questions must be submitted in writing via email to both:

Chris Lechalk
Procurement Specialist
cwardlechalk@salud.unm.edu

Dianna Hughes
RN Case Manager
Dhughes@salud.unm.edu

Please deliver 3 hard copies of proposal by the deadline listed on page 1 to:

Chris Lechalk
Procurement Specialist
UNM Hospital
2211 Lomas Blvd. NE
Albuquerque, NM 87106

INCLUDE ENTIRE RFP DOCUMENT WITH ADDENDUMS IN YOUR RESPONSE