

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR ITS PUBLIC OPERATION KNOWN AS
UNM HEALTH SCIENCES CENTER, SPECIFICALLY, UNM HOSPITALS (“UNMH”), AND UNM
SANDOVAL REGIONAL MEDICAL CENTER, INC. (“SRMC”)
(For purposes of this RFP, UNMH, and SRMC are collectively referred to as (“UNMHSC”))**

PURCHASING DEPARTMENT 933 Bradbury Dr. SE, Suite 3165 ALBUQUERQUE, NM 87106

ISSUANCE DATE: May 31st, 2022

RFP P442-21 EMPLOYEE SCRUBS AND UNIFORMS

1. **Offer Due Date/Time:** ALL OFFEROR PROPOSALS MUST BE RECEIVED AT THE ADDRESS ABOVE FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE REFERENCED ON THIS COVER PAGE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON THURSDAY June 30th, 2022**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded for each proposal. Any proposal received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered and will be returned unopened. All information must be entered in ink or typed and corrections must be initialed. Proposals must be in a sealed envelope and must be clearly marked with the RFP number and submission deadline (as listed above) in the lower left hand corner.

2. UNMHSC invites you (“Offeror”) to submit an offer for materials and/or services set forth in this 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)

a. **Procurement Specialist Contact Information:** The UNMHSC has assigned a Procurement Specialist who is responsible for the conduct of this procurement whose name, and contact information are listed below:

Name and Title:	Shannon Rodgers, Procurement Specialist
Contact Information:	505-272-9571, sjroddgers@salud.unm.edu
Address:	933 Bradbury Drive, SE, Suite 3165 Albuquerque, NM 87106

3. **Public Disclosure:** New Mexico Inspection of Public Records Act, Section 14-1-1 et seq., NMSA 1978 as Amended (“IPRA”) limits the UNMHSC’s ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibit pursuant to federal or state law.

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SECTION I. INTRODUCTION AND GENERAL INFORMATION

The purpose of this Request of Proposals (RFP) is to solicit sealed proposals to establish contract(s) through competitive negotiations for the procurement of goods and/or services as set forth in **Exhibit A, Scope of Work**.

It is intended that this RFP will result in UNMHSC entering into a contractual agreement with one or more successful Offeror(s), for an **Initial Contract Term of up to three (3) year(s)** with an option to automatically renew for additional terms, as provided for in NMSA 13-1-150 (Multi-Term Contract). Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by UNMHSC. The UNMHSC must approve all contract renewals, amendments and adjustments.

1.1 Forms and Exhibits. The RFP Submission Forms and Exhibits and the other documents requiring execution by the Offeror shall be completed and signed by a duly authorized representative of the Offeror. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

1.2 Requirements. For purposes of this RFP:

- 1.2.1 “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and
- 1.2.2 “should”, “could” and “may” indicate that the requirement is discretionary.

1.3 Notice. The Offerors are put on notice that from the date of issue of the RFP through any award notification of the Agreement:

- 1.3.1 Only the Procurement Specialist is authorized by the UNMHSC to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- 1.3.2 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;
- 1.3.3 Under no circumstances shall the Offeror rely upon any information or instructions from the Procurement Specialist, 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
- 1.3.4 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.

1.4 Information

- 1.4.1 Offeror to Review. The Offeror must carefully review this RFP and ensure that the Offeror has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of this RFP. Each Offeror is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
- 1.4.2 Offeror to Notify. If the Offeror discovers any uncertainty, inconsistency, error, omission or ambiguity in this RFP, the Offeror must notify the Procurement Specialist in writing prior to submitting the Offeror’s Proposal.
- 1.4.3 Offerors shall not: Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 1.4.1 Offeror to Review were present with respect to this RFP; or hold any staff of UNMHSC liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

1.5 Clarification and Questions

1.5.1 Submission. **Offerors may request clarification of this RFP by:**

- 1.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist identified on page 1 of this RFP or as otherwise directed by the Procurement Specialist;
- 1.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;
- 1.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and
- 1.5.1.4 Submitting all requests for clarification no later than 2:00 PM MST/MDT, Thursday June 9th, 2022.**

1.5.2 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(s) 1.5.1 and 1.6. 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.

1.6 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 proposal website visit <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>. Instructions, clarifications or amendments which affect this RFP may only be made by addendum.

1.7 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 addenda shall be binding on each Offeror.

1.8 Clarification of Offeror's Proposal

- 1.8.1 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. UNMHSC is not obliged to seek clarification of any aspect of a Proposal.
- 1.8.2 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.

1.9 Verification of Information. UNMHSC shall have the right to:

- 1.9.1 Verify any Offeror statement or claim by whatever means the UNMHSC deems appropriate, including contacting persons in addition to those offered as references, and to reject any Offeror statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or
- 1.9.2 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
- 1.9.3 The Offeror shall cooperate in the verification of information and is deemed to consent to UNMHSC verifying such information.

SECTION II. PROPOSAL COPIES AND FORMAT

2.1 Number of Responses and Copies

Offeror's proposal shall be clearly labeled and numbered and indexed as outlined in **Section 2.2. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal must be submitted in separate binders and must be prominently displayed on the front cover.

- 2.1.1 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP P442-21 Employee Scrubs and Uniforms Project**.
- 2.1.2 **Proposal - One (1) ORIGINAL, three (3) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPIES shall be in separate labeled binders. The proposal can NOT be emailed.**
- 2.1.3 Electronic Copies - **The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) cd/usb,).** The electronic version can NOT be emailed. **The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.**

Any proposal that does not adhere to the requirements of this Section and **Section 2.2 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

2.2 Proposal Format

- 2.2.1 All proposals must be submitted as follows:
 - a. Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
 - b. Pages must be one-sided, one and one-half spaced and numbered.
 - c. Typeface must be easily readable such as Time Roman, type size 12-point.
 - d. Each Proposal must be placed within a **binder with tabs delineating** each section as outlined under Section 2.2.2 Proposal Content and Organization.

2.2.2 Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal should be **organized and indexed** in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Table of Contents
- B. Signed Authorized Signature Page (Exhibit D)
- C. Proposal Summary (Optional)
 - 1. Organizational Experience, quality and stability (Exhibit B, Section 1.A)
 - a. Company Ownership & Management
 - b. Company Organization and Staff
 - c. Management Approach
 - d. Company Experience
 - e. References
 - 2. Technical Approach (Exhibit B, Section 1.B)
 - a. Scope of Work Requirements
- D. Exhibits
 - 1. Resident Veterans Certificate (Exhibit C) (If Applicable)
 - 2. Small & Small Disadvantaged Business Certification (Exhibit E)

3. Conflict of Interest and Debarment/Suspension Certificate Form (Exhibit F)
 4. Insurance Requirements (Exhibit G)
 5. Certification and Disclosure regarding Payments to Influence certain Federal Transactions (April 19910) (Exhibit H)
 6. Information Systems Security Plan (Exhibit I)
 7. Cost Proposal (Exhibit J)
- E. Offeror's Additional Terms and Conditions (if applicable)
- F. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

SECTION III. ADDITIONAL INSTRUCTIONS TO OFFERORS

3.1 In accordance with NMSA 1978 § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal, with Exhibit C, if applicable. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. In addition, for the resident Veterans preference, the attached Resident Veteran Preference Certification" form (Exhibit C) must be completed and signed.

3.1.1 **New Mexico Business Preference.** If the Offeror has provided their Preference Certificate, the Preference Points for a New Mexico Business is 5%.

3.1.2 **New Mexico Resident Veterans Business Preference** If the Offeror has completed the Resident Veterans Certification Form 10% Preference Points will be applied if less than \$3M (prior year revenue)

An agency shall not award a business both a resident business preference and a resident veteran business preference.

3.2 **AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as **Exhibit D**.

3.3 **SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as **Exhibit E**.

3.4 **CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as **Exhibit F**.

3.5 **INSURANCE REQUIRMENTS:** The Offeror should provide proof of insurance coverage, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications **Exhibit G**. Offeror should submit proof of insurance in the form of a "Certificate of Insurance" with their response and prior to commencing work under the resulting contract. Offeror's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. The Offeror must provide proof of insurance coverage acceptable to UNMHSC, in its sole discretion, prior to award of an Agreement.

3.6 **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Review and submit the Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (April 1991) form attached hereto as **Exhibit H**.

SECTION IV. REQUEST FOR PROPOSAL GENERAL TERM 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 Purchase Order/ 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. Offerors' must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNMHSC and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

UNMHSC reserves the right to reject any proposal that does not meet the terms and conditions of the request for proposal. It further reserves the right to accept or reject any modifications to the terms and conditions if it is in the best interest of the UNMHSC to do so.

1. **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 as to whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
2. **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 Regents of the University of New Mexico, the contract shall, notwithstanding any other provisions of the contract, terminate immediately upon the Offeror's receipt of written notice of termination from the UNMHSC.
3. **ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.
4. **AWARDS – MULTIPLE.** The University reserves the right to make multiple awards to primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
5. **PERIOD OF CONTRACT.** The term of the resultant Price Agreement(s) arising from this proposal may be for a term as provided for in NMSA 13-1-150 (Multi-Term Contract).
6. **BRAND NAME OR EQUAL.** 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.
7. **CANCELLATION.** The University reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
8. **DELIVERY DATE.** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated, please state your earliest delivery date in your offer.

9. **DISCLOSURE OF PROPOSAL CONTENTS.** The proposals will be kept confidential until UNMHSC awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Offeror 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 Offeror’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 service 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 an Offeror has made a written request for confidentiality, UNMHSC shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror 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.
10. **EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.
11. **EMPLOYEE CERTIFICATION.** The Offeror and all Offerors’ employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and local requirements connected to this RFP. The Offeror shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this request.
12. **WARRANTY:** A copy of the warranty must be included in your submission.
13. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of one hundred and eighty days (180) calendar days; an additional time period may be requested by UNMHSC.
14. **PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
15. **RELATIONSHIP OF PARTIES.** The parties and their respective employees are at all times acting as independent Offerors. Offeror will not be considered an employee of UNMHSC for any purpose, including, but not limited to, workers’ compensation, insurance, bonding or any other benefits afforded to employees of UNMHSC. 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.
16. **REQUEST AS AGREEMENT:** This Request for Proposal governs any offer and the selection process. Submission of an offer in response to this Request for Proposal constitutes acceptance of all this Request’s terms and conditions. The terms and conditions of the Request may not be modified, altered, nor amended in any way by any Offer. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration or amendment, which request shall be deemed denied unless specifically accepted in writing by UNMHSC. Upon issuance of a Purchase Order, this Request shall be superseded, unless it is referenced on the front page of the Purchase Order, in which case it shall be deemed to be fully incorporated and integrated into the resultant contract.
17. **LATE SUBMISSIONS.** Late submissions of offers will not be accepted or considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the offer is the only offer received. Late submissions will be returned unopened
18. **OPTION TO RENEW.** UNMHSC reserves the option to renew the RFP’s resultant contract if such renewal is mutually agreed to and found to be in the best interests of UNMHSC. These renewal

options will be exercised in increments as indicated in the RFP's specifications, or if not stated, in one-year terms.

19. **GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
20. **RIGHT TO PROTEST.** The solicitation of the award of an RFP/Invitation for Bid (IFB) may be protested as per the UNMHSC Purchasing Regulation 11, Protest Procedures, which may be found at the following UNMHSC web site: <http://www.UNMH.edu/~purch/reg11.pdf>.
21. **STATE AND LOCAL ORDINANCES.** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply. **SAMPLE AGREEMENT:** The successful respondent will be required to enter into an Agreement, similar to Exhibit K, with the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals. If exceptions to the terms and conditions of Exhibit K are taken provide a redlined version with your response, for consideration.
22. **INFORMATION SECURITY PLAN.** Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMHSC's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMHSC's IT division. The successful Awardee may be required to complete the UNMHSCs Information Security Plan Information and submit to UNMHSC's IT department for approval. Failure to complete form upon UNMHSC's request or failing to receive IT approval may result in Offeror(s) being considered as non-responsive and/or termination of agreement.
23. **TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available upon request by contractor.
24. **QUANTITIES.** UNMHSC may purchase all, some or none of the elements described in this proposal or Offerors responses. In addition, actual quantities may fluctuate up or down based on UNMHSC needs. The successful bidder will be required to fill all orders placed regardless of quantities ordered.
25. **AGENTS/SUBCONTRACTORS.** The Offeror shall indicate whether the Offeror intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Hospital. If the Offeror is not using agents or subcontractors on this RFP, the Offeror should respond by stating not applicable.
26. **DAMAGE AND SECURITY OF UNMHSC PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNMHSC against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
27. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by UNMHSC's authorized representative prior to commencement of the work.

28. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to UNMHSC's authorized representative.
29. **OSHA REGULATIONS.** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold UNMHSC free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
30. **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 material returns will be at the Offeror's expense.
31. ****PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the University 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.
32. **RELEASE UNMHSC REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico Hospitals, 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 Hospitals or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico Hospitals 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.
33. **REMOVAL OF OFFEROR'S EMPLOYEE(S).** UNMHSC may request that Offeror's employee(s) be removed from the work under the contract for cause. The UNMHSC may immediately terminate, with written notice to Offeror, the services of any Contractor employee, if the University of New Mexico's management believes in good faith that Offeror's employee is unable to perform the services with reasonable skill. Offeror's agreement may also be terminated if Offeror's liability insurance coverage is modified or terminated.
34. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the University of New Mexico Hospitals, 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 provisions of services under the Agreement.
35. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The UNMHSC Evaluation Committee reserves the right to waive minor irregularities. The UNMHSC 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 UNMHSC Evaluation Committee.
36. **SCHEDULE DELAYS.** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify UNMHSC promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.
37. **SELLER'S 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 as a result of any resultant Purchase Order/Agreement.

38. SITE FAMILIARITY. The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.
39. SITE INSPECTION. The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

EXHIBIT A
SCOPE OF SERVICES

1. 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 and the entire Southwest. UNMH has 36 hospital-based clinics located at the main facility as well as various offsite locations. There are approximately 575,060 outpatient visits/encounters per year. UNMH has six retail pharmacy locations located within off-site clinic. UNMH qualifies for 340B drug pricing.

UNMH Statistics for the year ending June 30, 2017:

Emergency Room Visits 78,467
Outpatient Visits 575,060
Inpatient Days 175,698
Outpatient Operations 13,354
Inpatient Operations 7,533
Births 2,867

UNM Sandoval Regional Medical Center. The UNM Sandoval Regional Medical Center (SRMC) is located in the Rio Rancho City Center. SRMC opened in July 2012, with final completion of 68 inpatient beds comprised of two 24 bed medical/surgical units, 12 intensive care beds and 8 behavioral health beds. The facility will also include 13 emergency medicine beds, two of which will be equipped for behavioral health crisis intervention. The facility will be served by hospital based, UNM Faculty Physicians and community providers in the areas of Radiology, Pathology, Emergency Medicine, Anesthesiology, Psychiatry and Hospitalists.

2. PURPOSE

UNMHSCSC is seeking a qualified vendors that can provide quality scrubs and uniform shirts based on product specifications described below to UNMHSC employees at a competitive price. UNMHSC has a dress code whereby nursing and non-nursing personnel are required to wear scrubs, polo’s or work shirts of a specific color related to their specific discipline. Vendor’s proposal should identify a process for

UNMHSC to purchase scrubs using a purchase order when the hospital is purchasing the scrubs, along with a process for UNMHSC staff to purchase scrubs in their assigned color as required.

UNMHSC is seeking a vendor that will provide a website or online portal available for the purpose of hospital ordering as well as individual ordering by UNMHSC staff. The portal and ordering process must be secure and only allow UNMHSC to order and receive UNMHSC logo scrubs. For scrubs with logos vendor shall obtain credentials prior to completing order via mutually agreed upon process.

UNMHSC staff are free to purchase scrubs via various methods as well as have the option to have UNMH logo embroidered on selected scrubs. UNMHSC does not require staff to buy from a particular vendor. However it is anticipated where staff purchase scrubs from a third party vendor and seek to add an embroidered logo, the vendor selected under this rfp shall provide and install such embroidered logos on 3rd party scrubs, and such pricing should be include in the cost **Exhibit J**. Vendor will comply with UNM athletic licensing and royalty policies and fees. UNMHSC are allowed to purchase scrubs as noted below;

- UNMHSC staff may purchase and wear scrubs with the logo from the contracted vendor.
- UNMHSC staff may purchase scrubs without logos from either the contracted vendor or a third party scrub vendor.
- UNMHSC staff may purchase scrubs from a third party vendor and have these scrubs embroidered with the UNMH logo from the approved contracted vendor.

UNMHSC is seeking a vendor who will provide customer service and assistance with the implementation, try on sessions, as well as the ongoing service throughout the duration of the agreement.

UNMHSC in its sole discretion may make a single award or multiple awards. In addition, UNMH and SRMC may make individual awards to one or more vendor, in addition to having different scrub requirements based on location. UNMH and SRMC would prefer to make the entire award to one vendor, however, UNMH and SRMC reserve the right to make multiple awards if it is found to be in the best interest of UNMHSC.

UNMHSC has established estimated historic usage of purchases of about 4200 units annually. This usage number is just a reflection of past history, and does not reflect what future ordering may look like. UNMHSC plans to open a “New Hospital Tower” in 2024 that potentially will have a significant impact on ordering patterns. During the term of any resulting agreement UNMHSC reserves the right to change its requirements with respect to the number of scrubs and uniforms purchased.

3. SCOPE OF WORK

Outlined below are UNMHSC’s basic requirements for scrub and uniform purchase program. Vendor in its proposal should articulate its ability to comply with scrub specifications which may change from time to time for UNMH and SRMC. (local specs, local needs)

1. Vendor must supply scrub tops, pants and scrub jackets in men’s and women’s adult sizes that range from extra small (XS) up to and including 5X in the following colors. RFP response must include itemized pricing by size to include scrubs without logos, scrubs with logos, and logo embroidery cost on third party scrubs. Vendor
2. Vendor must be willing to comply with logo requirements described in **Exhibit K**. Staff members in the colors listed below are responsible to purchase their own scrubs and may do so at either the

vendor in this contract or a place of their choosing. The hospital logo must be embroidered by a licensed, authorized vendor

- a. True Red
 - b. Black
 - c. Navy Blue
 - d. Ceil Blue
 - e. Hunter Green
 - f. Khaki
 - g. Pewter
 - h. Royal Blue
 - i. Wine
 - j. Caribbean Blue
 - k. Pink
 - l. Olive
 - m. Orchid (Scrub Jackets only-very low volume)
3. Vendor must supply polo type long or short sleeve shirts and button up long sleeve work shirts in adult sizes that range from extra small (XS) up to and including 5X in the following colors.
- a. Navy Blue
 - b. Ceil Blue
 - i. The hospital purchases uniforms in the navy blue color only. This includes polo shirts, work shirts and scrub sets.
 - ii. Ceil blue scrubs, polo's and work shirts are purchased by our rehabilitation department and employees are required to purchase their own work clothing.
4. Additional clothing and accessory items may be requested by UNMHSC for purchase from time to time during the contract term.

I. Quality of Uniform

Offers must be of equivalent or superior quality to the items described below.

1. Provide a complete description of fabric composition and weight construction, brand names available, durability etc.
2. Fabric must be new commercial quality suitable for the type of work being done in the various UNMHSC Departments. Materials and construction must be in accordance with any applicable safety laws.
3. Describe in detail bidder/manufacture warranty provisions.
4. Provide supporting documentation, if necessary to fully describe your product and service.
5. **SAMPLES MAY BE REQUIRED UPON REQUEST PRIOR TO AWARD.**
6. Vendor must agree to licensing requirements noted in **Exhibit K**, including annual administrative licensing fees. To the extent licensing and logo requirements increase the pricing, such amounts will be passed through including additional costs rising there from. It is anticipated royalty fees will be waived as all items purchased will be used by UNM employees as required to perform their specified jobs.
7. Submit information concerning the availability of the following:
 - a. Include information on maternity scrub sets and colors that can be made available.
 - b. For sizes larger than 5X please include information on availability and ordering process.

II. Quality of Service and Web Portal

1. Vendor must supply a customized website whereby employees can order additional scrubs/uniforms on an ongoing basis. A proposed method must accompany the proposal response.
 - a. The website must include alternative payment methods such as credit card, etc. for employees to make purchases.
 - b. Individual purchases must include any shipping or delivery costs as a separate purchase line item.
 - c. If UNMHSC request embroidery of UNMH logo scrubs, staff must be identified prior to ordering and scrubs being released.
2. Uniforms purchased by UNMHSC will be delivered onsite by an employee of the selected vendor to the unit or area the items are purchased. UPS, USPS, Fed Ex or other delivery services will not be allowed.
3. Uniforms purchased by individual employees can be delivered parcel post, to the employee's address or other methods made available by the vendor. Please indicate how this will occur.
4. RFP response will include product warranty and vendor return policy.
5. Explain the provision for any cost of repair or replacement of damaged or irreparably soiled uniforms. Also, explain related costs when uniforms may not be returned when an employee terminates UNMHSC employment.
6. Explain how offeror will assure that uniforms fit; both on initial orders and future orders. UNMHSC is requesting that both male and female company representatives to aid with fittings. Any charges for fitting and alterations per piece should be included on **Exhibit J**. The same services must be offered for subsequent new hire purchases.
7. Explain how offeror will provide for garments outside normal sizes.
8. Describe and attach examples of any weekly tracking reports and accounting reports which provide detail items purchased. Also, any online billing services if provided.
9. Provide additional information, if necessary, to fully describe services available.
10. Include information on 'Quick Ship' programs that can be made available for this program.
11. Submission of alternate program pricing is acceptable, but may or may not be chosen only at the discretion of UNMHSC.
12. Provide UNMHSC staff the ability to visit a local location to try on and purchase scrubs in the required colors. Please provide details on available hours, locations, and anything additional included.
13. Security measure or services in order to ensure only UNMHSC employees are purchasing uniforms with our logo embroidered on them if requested.
14. INFORMATION SYSTEMS SECURITY: The Offeror shall complete and submit (**Exhibit I**).

EXHIBIT B EVALUATION CRITERIA

1. 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 award contracts based directly on the proposals or to negotiate with one or more Offerors or reject all proposals. The Offeror(s) selected for a contract will be chosen on the basis of the greatest benefit to UNMHSC. 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 listed below. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible. UNMHSC reserves the right to judge the presentation of the Offerors submitting proposals in the evaluation and selection of the successful proposal. **Finalist may be invited for oral presentations and demonstrations at UNMHSC's sole discretion at a date and time to be determined.**

A. ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (20 Points Possible)

The Qualification Statement should contain a description of the Offeror's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including but not limited to the following:

i. Company Ownership and Management.

1. Company name
2. Address:
3. Phone Fax:
4. E-mail:
5. Internet address:
6. Indicate whether you are a corporation, sole proprietorship or partnership and if you are a subsidiary of a parent company. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
7. Describe your company history, including when it was founded, where it has operated, and any mergers or acquisitions.
8. Identify your primary and secondary businesses, including all subsidiaries.
9. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

ii. Company Organization and Staff.

1. Attach and describe your organizational/staffing structure.
2. How specifically will your personnel interact with UNMHSC's staff and internal processes?

iii. Management Approach. Provide a narrative summary of the Offeror's project management approach, including, but not limited to:

1. Identification and authority of project manager; project team members; their project work experience, and the amount of time team members have worked together on a strategic planning project.

iv. Company Experience.

1. Provide a brief narrative of the Offeror's proven experience, capabilities and resources, at both organizational and individuals levels.
2. What is your company's required certification/licensure? What current certifications does your company currently possess? Does your organization require all auditors to be certified or licensed? If yes, please describe those credentials.
3. What experience do you have with academic medical centers and academic medical groups using your solution(s) enterprise-wide? Please describe the results your academic clients have documented. Please specify how many of these sites utilize the solution for an integrated health system similar to UNMHSC?
4. How do you ensure successful partnerships with your clients? What will your expectations be of UNMHSC's staff and IT support, in order to ensure a harmonious working relationship?
5. Describe how you ensure regulatory compliance within all of your functions? How is compliance issues reconciled, managed, controlled, and reported?
6. Please indicate where the work will be performed, location of business and location of staff (e.g. city, state, and country).
7. Please provide your organizational structure, and mission.
8. Has the firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm. If so, please explain in detail.
9. What unique capabilities and client experiences differentiate you from your competitors?
10. Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

v. **References**

Each Offeror must provide a reference list of at least three (3) clients for whom similar services of size, services and complexity as a UNMHSC have been performed within the past three (3) years. **UNMHSC reserves the right, but is not obligated, to check references on all Offerors or Offeror finalists** The References should be businesses with similar size and scrub needs.

The Evaluation Committee may contact any or all business references for validation of information submitted. UNMHSC reserves the right to check references on all Offeror's, finalists only, or to wave reference checks in its sole discretion. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

1. Offerors shall submit the following Business Reference information as part of Offer:
 - a. Client name;
 - b. Client project manager name, telephone number, fax number and e-mail address;
 - c. Project description;
 - d. Project dates (starting and ending). Identify the length of time services were provided for. Include specific reason(s) why you are no longer serving your previous clients (if applicable);
 - e. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
 - f. Characteristics that make the organization similar to UNMHSC;

B. TECHNICAL APPROACH (35 Points Possible). Clearly and in detail explain how your services meets or exceeds these requirements. Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if you can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If you are not able to meet the specification, briefly explain why, noting any concerns or issues the UNMHSC should be aware of. Be sure to note its competitive advantages. Clearly and in detail explain how you will fulfill each of the needs outlined below:

i. Scope of Work Requirements

1. Offeror must agree to perform the Scope of Work. Note, an Offeror's passing this mandatory requirement does not constitute the UNMHSC's acceptance of any alternate language that may be proposed by the Offeror.
2. What technology does your company use for the Scrubs and Uniforms? Please provide detail on the system that offeror's will provide to include access, services, and invoicing.
3. Provide a narrative summary of your organization's approach to meet the requirements of the project, as described above in **Exhibit A, Scope of Work.**
4. Describe your organization's approach to the project including:
 - a. A description of specific tools, methods, techniques used to complete the deliverables for described in the **Exhibit A, Scope of Work.**

- b. How your firm will interact with UNMHSC staff and faculty. Identify the services you will provide versus services you will expect others inside or outside of our organization to do; whether you subcontract or partner with any other entities to provide the services outlined in your response.
 - c. Description of resources UNMHSC is required to provide and to what extent do you anticipate using UNMHSC staff time.
5. Describe any value added services your firm provides.
6. Please describe any areas of the **Exhibit A, Scope of Work**, which your firm cannot meet.

C. IT SECURITY REQUIREMENTS

- i. The Offerors shall complete and submit **Exhibit I– Information Security Plan Information**.

D. COST PROPOSAL (45 Points Possible)

- i. Offerors must complete the Cost Response Form in **EXHIBIT J**.
- ii. By submitting this proposal, the vendor certifies that all costs and expenses for providing uniforms are identified on Exhibit K. If not, all additional charges will be identified, justified and evidence of need documented in the proposal.

E. EVALUATION CRITERIA SUMMARY

- 1. Responses to this Request for Proposal will be evaluated using the following matrix and associated point values. These, along with the general requirements, will be used in the evaluation of proposals.

Category	Points Possible
ORGANIZATIONAL EXPERIENCE, QUALITY, AND STABILITY (Exhibit B, Section A and Exhibit A)	20
TECHNICAL APPROACH, ABILITY FOR STAFF TO TRY ON SCRUBS LOCALLY, AND SECURITY (Exhibit B, Section B and Exhibit A)	35
COST PROPOSAL (Exhibit B, Section C, Exhibit J)	45
TOTAL	100

**EXHIBIT D
AUTHORIZED SIGNATURE PAGE**

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP:

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

New Mexico State Preference Number (Pursuant to Sections 13-1-1, 13-1-21.2 & 13-4-2 NMSA 1978, Offerors Claiming 5% Preference Must be Certified Prior to IFB or RFP Opening):

- Resident Business: Pref. Number _____
- Resident Manufacturer: Pref. Number _____
- Resident Offeror: Pref. Number _____
- Resident Veterans Preference Certification Yes _____ No _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this IFP and at the prices stated within the IFP.

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

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

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT E
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

CHECK IF N/A _____

The University of New Mexico Hospitals participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and Offerors as to their business status. Please furnish the information requested below.

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (2) Whose management of daily operations is controlled by one or more such individuals. The Offeror shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act; and
- (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____

Telephone: _____

Street Address: _____

County: _____

City: _____

State & Zip: _____

Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code:
If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

1. Small Business
 2. Small Disadvantaged Business (**Must be SBA Certified**)
 3. Woman Owned Small Business
 4. HUBZone Small Business Concern (**Must be SBA Certified**)
 5. Veteran Owned Small Business
 6. Disabled Veteran Owned Small Business
 7. Historically Black College/University or Minority Institution
 8. Large Business

Signature and Title of Individual Completing Form: _____

Date _____

Please return this form to:
The University of New Mexico Hospitals
Purchasing Department
MSC01 1240
Albuquerque, NM 87131
505-277-2036 (voice)
505-277-7774 (fax)

NOTE:
This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301.

(Rev. 6/2002)

EXHIBIT F
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: No employee or Regent of The University of New Mexico Hospitals (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any University of New Mexico Hospitals employee, Regent or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, 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 Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror. _____

DEBARMENT/SUSPENSION STATUS: The Offeror 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 Offeror agrees to provide immediate notice to The University of New Mexico Hospitals Purchasing Department Buyer 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 IFB 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 Offeror 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 (September, 2005)

(a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) Offeror, by signing its offer, certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

1) No Federal appropriated funds 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, 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.

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

3) 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 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

CERTIFICATION: The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT 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 Offeror named below.

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

EXHIBIT G
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE: The Offeror shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

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

COMPENSATION INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Offeror's employees to be engaged at the site of the project under this project and in case of any such work sublet the Offeror shall require the subOfferor or sub subOfferor similarly to provide Worker's Compensation Insurance for all the subOfferor's or sub subOfferor's Workers which are covered under the Offeror'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 Status, the Offeror shall provide and shall cause each subOfferor or sub subOfferor to provide Employer's insurance in any amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

The Offeror 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 \$200,000 for property damage for a total maximum of \$1,250,000 per occurrence.

OFFEROR'S VEHICLE LIABILITY INSURANCE:

The Offeror 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 or renewals. The limits effective July 1, 1992 are:

Bodily Injury \$750,000 Each Occurrence
Property Damage \$200,000 Each Occurrence

SUBOFFEROR'S AND SUB OFFEROR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Offeror shall either:

1. Require each subOfferor or sub Offeror 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 subOfferors of sub subOfferors in the Offeror'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 Offeror 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.

EXHIBIT H

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 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 Offeror named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company: _____

Address: _____ City/State/zip: _____

EXHIBIT I INFORMATION SYSTEMS SECURITY PLAN INFORMATION

UNMHSC Information Security Plans are to be developed and documented for IT systems, as per the UNM Hospitals' Information Technology Security Procedures. This template is to be used as a guide in developing individual security plans for new and changing application and infrastructure systems. All projects must also be placed into the Online Request System (ORS) for project prioritization, development and resource review. **Purchases, Contracts and Implementation of new IT assets will not move forward without the completion of an IT Security Plan.**

- Note to our vendors: your equipment, applications, databases, etc. end up on our environment. All of these must be reviewed for proper resources, security, backup, etc. You must work with the team or project leader to complete the questions below for the most effective and timely implementation.
- The IT Security Plan answers start with the data flow diagram. Without an understanding how the system works and where the application, system or database resides and how the users and support access and support the system is very difficult to answer the following questions.
- **Note:** For confidential or Restricted Data outsourcing UNMHSC requires all available third party security certifications/attestations (preferably based on standards such as: (ISO 27002, HITRUST, NIST 800-53, SSAE-16 SOC 2, or equivalent) from the vendor that are applicable to the service / application under consideration. For payment card hosting, PCI DSS attestation and reports will be required.
 - If necessary, the vendor can submit a redacted copy of certifications to safeguard sensitive information.
 - UNMHSC reserves the right to request and review the vendor's third party certifications/attestations annually.
 - Any vendor who also partners with third parties that create, use, transmit, receive or store UNMHSC data are required to provide independent third party security certifications/attestations.

Important: Start this effort by creating a Visio or other graphical workflow of the system. Include workstation or other device where information is created or accessed mapping through appropriate network areas, include the server/database/application and then diagram return paths if applicable. Finally, map the backup and recovery processes.

A security plan should include at minimum a description of the security processes for the system, access and confidentiality requirements and restrictions, security administration processes, data classification designations, legal requirements for security and privacy, training, security testing, infrastructure security components, roles & responsibilities for security functions, physical security, and back up and disaster recovery requirements. The Security Plan should describe the security needs and processes for the 'Life Cycle Support' of the system.

The Security Plan will be initiated in the early phases (business analysis and requirements) of a project, and completed before the system is migrated to production. This template will be used to document security plans upgrades to current systems as well as for current systems, where such documentation does not exist.

Please complete all sections of the plan. To view this exhibit please visit **RFP P442-21:** <http://hsc.unm.edu/health/about/bids-proposals/proposals.html>.

Contact the IT Security Office with questions at 505-272- 3282.

**EXHIBIT J
COST PROPOSAL**

- 1. Total Project Cost** – Please provide pricing details and a full cost analysis or breakdown of the offered products and services to meet full compliance of scope and requirements as defined in this RFP. This shall include everything necessary to complete the scope of work. The Offeror should provide separately in this exhibit, cost on all required services and any additional costs such as travel, mailings, reproduction costs, etc.
- 2. Prices** – All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, surcharges, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP and must be based upon percent (%) discount off your current Published List Price.
- 3.** A description of additional charges for any extra services – including and not to exceed amount.
- 4.** Prices shall remain firm throughout the initial contract year. Price increases will be subject to review and approval prior to any subsequent renewal period and upon sixty (60) days advance written notice. Pricing will continue during any renewal until such time that both parties mutually agree upon pricing. Any changes in pricing must be submitted in writing and mutually agreed and signed by the parties. If your company would like UNMHSC to consider alternative pricing models, please include them in addition to the minimum requirements. Any charges not specifically identified in this section of your response will be considered free of charge.
- 5.** The Market basket below is only for purposes of scoring, actual needs may increase or decrease based on actual requirements during the term of the agreement. The utilization numbers below are not intended to reflect or project actual utilization.
- 6.** In addition provide a full itemized price list of all items noted and requested in Exhibit A Scope of Services.
- 7.** Please use the chart below to provide you're pricing for the noted items. All colors noted in Exhibit A must be provided. In addition, embroidery cost to be included where noted in price of garment.

	Sizes	Total Annual Est. Usage for SRMC and UNMHSC (Estimate)	Price EA	Price Total A	Sizes	Total Annual Est. Usage for SRMC and UNMHSC (Estimate)	Price EA	Price Total B
Ladies Short Sleeve top (NO LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Ladies Long Sleeve top (NO LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Ladies Short Sleeve top (WITH LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Ladies Long Sleeve top (WITH LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Men's Short sleeve top (NO LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Men's Long Sleeve top (NO LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Men's Short sleeve top (WITH LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Men's Long Sleeve top (WITH LOGO)	XS-XL	200	\$	\$	2XL-5XL	50	\$	\$
Ladies Scrub Jackets (NO LOGO)	XS-XL	125	\$	\$	2XL-5XL	25	\$	\$
Men's Scrub Jackets (NO LOGO)	XS-XL	125	\$	\$	2XL-5XL	25	\$	\$
Ladies Scrub Jackets (WITH LOGO))	XS-XL	125	\$	\$	2XL-5XL	25	\$	\$
Men's Scrub Jackets (WITH LOGO)	XS-XL	125	\$	\$	2XL-5XL	25	\$	\$
Polo Short Sleeve (NO LOGO)	XS-XL	50	\$	\$	2XL-5XL	50	\$	\$
Polo Short Sleeve (WITH LOGO)	XS-XL	50	\$	\$	2XL-5XL	50	\$	\$
Ladies Pants	XS-XL	600	\$	\$	2XL-5XL	100	\$	\$
Men's Pants	XS-XL	600	\$	\$	2XL-5XL	100	\$	\$
Logo Prep and Install (for 3 rd party Scrubs)	XS-XL	200	\$	\$	2XL-5XL	200	\$	\$
TOTAL ANNUAL COST			Price Total A	\$			Price Total B	\$
Total ALL Cost (Equals Total Price A and B)			\$					

