

Name and Opening Date (see Offer Due By date above) in the lower left hand corner. Failure to mark your sealed offer may result in your offer being opened early or your offer not being included in the Request for Proposal opening.

3. Address of delivery of responses via express carrier, hand delivered or first class mail must as follows:

**The University of New Mexico Hospitals
Purchasing Department, Anna Roybal
933 Bradbury Dr. SE, Suite 3165
Albuquerque, NM 87106**

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SECTION I

SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish contract(s) through competitive negotiations for laundry services.

To the best of the knowledge of the University of New Mexico Hospitals (UNMH), the information provided in this RFP is accurate. Nonetheless, nothing in this RFP is intended to relieve Offerors from undertaking their own investigations or inquiries or performing other due diligence or forming their own opinions and conclusions with respect to the matters addressed in this RFP. The UNMH does not represent or warrant that the information is comprehensive or exhaustive and assumes no responsibility for the completeness or accuracy of the information. In particular, where information includes historical data or information, the UNMH makes no representation or warranty that such data or information represents an accurate forecast of volumes and/or needs.

Background

The UNMH is New Mexico's only academic medical center and the State's only Level One Trauma

days. The selected contractor must be HLAC and TRSA accredited. Services to be provided by the selected respondent will be as follows:

1. Soiled linen pick up to be performed by the laundry contractor at all hospital locations and offsite locations. See attached for locations, days and pick up times.

CLEAN LINEN DELIVERIES		
AREA	# OF DELIVERIES	LOCATION
MAIN	2	BY LOADING DOCK
BBRP	2	BY PARKING STRUCTURE
OSIS	1	BY LOADING DOCK
OFFSITES	AS NEEDED	IN THEIR RESPECTIVE STAGING AREAS

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SECTION II

CONDITIONS GOVERNING THE PROCUREMENT

2.1 Forms and Exhibits.

The RFP Submission Forms and Exhibits and the other documents requiring execution by

2.4.3 Offerors shall not:

2.4.3.1 Claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 3.4.1 Offeror to Review were present with respect to this RFP; or

2.4.3.2 Hold any staff of UNMH liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.

2.5 Clarification and Questions

2.5.1 Submission. Offerors may request clarification of this RFP by:

2.5.1.1 Submitting all requests for clarification by email to the Procurement Specialist [at anroybal@salud.unm.edu](mailto:anroybal@salud.unm.edu) or as otherwise directed by the Procurement Specialist;

2.5.1.2 Including the Offeror's address, telephone number, facsimile number and email address;

2.5.1.3 If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page; and

2.5.1.4 Submitting all requests for clarification no later **than 2:00 PM MST/MDT 2017**

SECTION III

STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any

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.

- 3.3 Agreement:** The successful respondent will be required to enter into the Regents of the University of New Mexico, for its public operation known as University of New Mexico Hospitals agreement.
- 3.4 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 UNMH.
- 3.5 Assignment.** Any resultant Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Agreement shall not be assignable by Offeror without written approval from the University.
- 3.6 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.
- 3.7 Brand Name or Equal.** If a brand name is indicated, the brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
- 3.8 Cancellation.** The University reserves the right to cancel without penalty, this RFP, any resultant Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 3.9 Changes.** The University may make changes within the general scope of any resultant Agreement by giving notice to Offeror and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Agreement, an appropriate equitable adjustment shall be made. No change by Offeror shall be recognized without written approval of the University. Any claim of Offeror for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Offeror of notification of such change. Nothing in this Paragraph shall excuse Offeror from proceeding with the performance of the Agreement as changed hereunder.

3.10 Cash Discounts

who has a direct or indirect financial interest in the Offeror or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Offeror 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 Offeror (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Offeror, is a partner, officer, director, trustee or consultant to the Offeror, has received grant, travel, honoraria or other similar support from the Offeror, or has a right to receive royalties from the Offeror. Offeror shall file a Conflict of interest Disclosure form with the University Purchasing Department.

3.13 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

3.14 Damage and Security of UNMH 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 UNMH 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.

3.15 Delivery. Delivery is an important consideration and may be a factor in determining the

3.17

Work Made for Hire - For the consideration payable under a resultant Agreement, the work

payments to Offeror or on behalf of Offeror its agents or employees. Offeror shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Offeror is not a corporation, Offeror further understands that Offeror may be liable for self-employment (Social Security) tax, to be paid by Offeror according to law.

3.48 Penalties. The Procurement Code, Section 13-1-28 et seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

3.49 Period for Offer Acceptance. Offeror agrees that any offer made submitted will be good for a minimum period of 365 calendar days.

3.50 Public Information. All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be

containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNMH Purchasing Regulations 11.6.3.)

3.51 Agreement to be

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.

3.55 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 UNMH.

3.56 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.

- 3.61 Site Familiarity.** If there is work associated with the requirements of this RFP, the Offeror shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Offeror 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 Offeror 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.
- 3.62 Site Inspection.** If a site is referenced in this RFP, it is available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.
- 3.63 State and Local Ordinances.** The Offeror 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.
- 3.64 Tax Segregation (Construction Related Projects only).** In the performance of any construction related services under this solicitation, the Offeror agrees to work with and cooperate with the University's Tax Cost Segregation Consultant. The University's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico Gross Receipts Tax for each general Offeror involved with the construction projects at UNMH. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by UNMH for various construction projects.
- 3.65 Termination and Delays.** The University Hospital may by written notice stating the extent and effective date, terminate any resultant Agreement for convenience in whole or in part, at any time. The University Hospital shall pay Offeror as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion, as approved by the University, and shall in no event exceed the total contracted price. Such amount will be limited to Offeror's actual cost, and may not include anticipated profits. The University Hospital shall not be liable for consequential damages. The University Hospital may by written notice terminate any resultant Agreement in whole or in part for Offeror's default if Offeror refuses or fails to comply with the provisions of a resultant Agreement 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 Hospital may otherwise secure the materials, supplies or services ordered, and Offeror shall be liable for damages suffered by the University Hospital thereby, including incidental and

consequential damages. If after notice of termination, the University Hospital determines Offeror was not in default, or if Offeror's default is due to failure of the University Hospital, termination shall be deemed for the convenience of the University Hospital. The rights and remedies of the University Hospital provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Agreement

SECTION IV

ADDITIONAL INSTRUCTIONS TO OFFERORS

4.1

resulting contract. Offeror's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This Request for Proposal Number must appear on the Certificate of Insurance.

4.5 INFORMATION SECURITY PLAN. Offeror(s) shall not install any systems software and hardware, applications, databases, information or etc. on UNMH's computing devices-assets including export/import files, custom files or etc. without prior approval from UNMH's IT division. If applicable, Offerors ***must complete and submit*** the UNMH Information Security Plan Information addressed in Exhibit J and submit with RFP. Failure to complete form or failing to receive IT approval may result in Offeror(s) being considered as non-responsive. To view this exhibit please visit

- 3.13. Provide exactly how your system/application stores log off of the system and how access to security system logs is controlled.
 - 3.14. Does your system provide security checks/controls based on roles (e.g. Physician vs. Users)
 - 3.15. Provide information on how your system provides single sign-on capabilities and password complexity or synchronize with enterprise active directory or LDAP?
 - 3.16. Provide security training capabilities or offerings.
 - 3.17. Provide web-based or other monitoring tool information.
 - 3.18. Provide web or networking dependencies.
 - 3.19. Provide information on the biometric or other two factor authentication of your system.
 - 3.20. Provide contractual guarantee to provide updates, software releases and upgrades to ensure HIPAA/HITECH compliance and/or other regulations with no cost?
 - 3.21. Provide information on how the system is patched, updated and does it support AV?
 - 3.22. Provide incident response processes including breach reporting priorities and, response and reporting times.
 - 3.23. Please provide IT application/system supports operating system, application and antiviral updates. Specifically, what is the guaranteed turnaround for applying the above patches or mitigation of security vulnerabilities found by vendors, experts and UNMH security staff?
 - 3.24. Tell us how your system complies with HITECH NIST transport layer security and data at rest encryption protocols?
 - 3.25. Provide information on how your system provides: Support data level access controls that allow assignment of security data level in files?
 - 3.26. Does your system have the ability to assign specific access levels by profession or ID?
 - 3.27. Does you client-server (data security) allow browser-based access from anywhere inside or outside hospital
 - 3.28. Date when your first and most recent commercial system was installed, e.g. is this a beta version or has it been in use for a while without problems
4. Cost Complete Exhibit A Cost Proposal. Include any other costs not specifically identified in Exhibit A

SECTION VI

EVALUATION CRITERIA

This section describes the criteria to be used for analyzing and evaluating the various proposals. Cost will be a factor in the proposal evaluation with negotiable expectations; however, it is specifically a consideration of secondary importance to the need for competent and high-quality skilled Offeror(s).

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. The Offeror selected for the award will be chosen on the basis of the greatest benefit to UNMH, not on the basis of lowest price. All responses to this Request for Proposals become the property of UNMH and will become public information upon completion of UNMH 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. UNMH reserves the right to judge the presentation of the firms submitting proposals in the evaluation and selection of the successful proposal.

discretion at a date and time to be determined.

Experience and references

30

Ability to perform similar work in the past ()r4(va)4(luation)-181(c)4(o3(()y)u4dAb)8(il)6(i)JTEI1003>46(y)30()s

SECTION VII**ORGANIZATION OF PROPOSAL**

Proposals should be organized in a format that promotes the easy and clear evaluation of your offer.

5.1 Offerors are to organize Proposals in the order as stated in this section. To this end, the organization of your proposal shall be clearly labeled and numbered and indexed as follows:

5.1.1 Table of Contents

5.1.2 Signed Authorized Signature Page (Exhibit B)

5.1.3 Proposal Summary (Optional)

5.1.4 Response Format (Section V)

5.1.8 Resident Veterans Preference Certificate (Exhibit C)

5.1.9 Small & Small Disadvantaged Business Certification (Exhibit D)

5.1.10 Conflict of Interest and Debarment Certificate Form (Exhibit E)

5.1.11 Certification and Disclosure regarding Payments to Influence certain FBT/F1 12 Tf3E

EXHIBIT B

AUTHORIZED SIGNATURE PAGE

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

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 _____ 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 _____
- New York state business enterprise: 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 _____ 21 2 1 0 0920 **336.790BT1 0 0 1** _____

Notice: I mposition 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 O471Qq2286Qq2286Qq2286Qq2286Qq2286Q

EXHIBIT E

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,

EXHIBIT F**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APRIL 1991)**

5. 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.
6. 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;
- g. 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;
 - h. 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.
 - i. 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.

5.1.1 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 G**INFORMATION SYSTEMS SECURITY PLAN INFORMATION**

UNMH Information Security Plans are to be developed and documented for IT systems, as per the UNM 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.**

- x 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.
- x The ITSecurity 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 UNMH requires all available third party security certifications/attestations (preferab

