

THE UNIVERSITY OF NEW MEXICO

PURCHASING DEPARTMENT

MSC01 1240, 1 UNM

ALBUQUERQUE, NM 87131-0001

Request For Proposal Number: RFP-1470-12

Offer Submittal Due: September 26, 2011

Time: 5:00 PM Mountain Time

TITLE: Transport of Decedents to OMI from Bernalillo County Scenes

The University of New Mexico invites you to submit an offer for the material(s) and/or services in the attached Request for Proposal (RFP). Please read carefully all instructions, specifications, The University of New Mexico's (UNM) Standard Terms and Conditions. Failure to comply with the instructions, terms and conditions and specifications of this Request may result in your offer being classified as unresponsive and disqualified. Offers must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

OFFER SUBMITTAL:

ALL ELECTRONIC DOCUMENTS MUST BE PROVIDED IN A PDF FORMAT. If a hard copy is sent, all information must be entered in ink or typed and corrections must be initialed. If hard copy is submitted, offerors must submit one (1) original and four (4) copies and one (1) CD. Your submitted sealed Offer envelope must be clearly marked with the Request for Proposal Number and Opening Date (see Offer Due By date above) in the lower left hand Corner. Failure to mark your sealed Offer Submission Envelope may result in your Offer being opened early or your Offer not being included in the Request for Proposal Opening.

Note: Offerors who are not registered in LoboSource will not receive electronic notifications for addenda to RFP and must request a hard copy of documents from the UNM Purchasing Department. You will need a minimum of 24 hours to register in LoboSource.

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UNM CONTACT INFORMATION:

Socorro Turkovich, Contracts Specialist
Telephone: 505-277-1736
E-mail: sturkovi@unm.edu

OTHER INFORMATION:

Number of submittals required for **non-electronic** submittals: One (1) original, four (4) copies and one (1) CD
Freight Terms: FOB Destination
Payment Terms: NET 30

TERMS AND CONDITIONS

The purchases of materials and/or services awarded under this Request are subject to The University of New Mexico's Standard Terms and Conditions and all information and statements contained in this Request for Proposal. Offerors may submit alternate terms and conditions; however, UNM reserves the right to reject the language if it is considered to not be in the best interest of UNM.

SECTION I

INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGEMENT OF ADDENDA:** Offerors shall acknowledge receipt of any addenda of this RFP by identifying the addendums number and date in the space provided on the response form.
2. **ALTERNATE OFFERS:** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination of whether an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature and specification information on all alternate offered. References of current users should be included. If the item(s) offered are not clearly identified as alternate item(s), it is understood that the offer is for item(s) exactly as specified in this RFP.
3. **AWARD INFORMATION:** Award information will be posted electronically on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/lobosource.html>
4. **CANCELLATION:** The University reserves the right to cancel without penalty, this RFP, the resultant purchase order, or any portion there for convenience, unsatisfactory performance, or unavailability of funds.

5. **CASH DISCOUNTS:** The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
6. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered as part of this RFP.
7. **COPIES OF OFFER:** If submitting by hard copy, please submit the number of hard copies of your offer as stated on the cover sheet along with all supporting documents and one (1) CD. Proposal submitted via LoboSource must be in PDF format.
8. **LATE SUBMISSIONS:** Late submissions of offers will not be 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.
9. **MODIFICATIONS:** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.
10. **OFFEROR CLARIFICATION:** The Offeror should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the Offer being classified as non-responsive.
11. **PERIOD FOR OFFER ACCEPTANCE:** Offeror agrees that any offer made will be good for a period of sixty (60)-calendar days, an additional time period may be requested in the RFP Scope of Work.
12. **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 marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3.)
13. **REJECTION OF OFFERS:** The University reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.

14. SUBMISSIONS OF DRAWINGS/LITERATURE: The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offeror's request and expense. Submissions made via LoboSource shall be in PDF format.

15. 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 on the UNM Purchasing Department web site:

<http://www.unm.edu/~purch/> .

16. WITHDRAWAL OF OFFERS: Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

SECTION II

STANDARD TERMS AND CONDITIONS

Note: This document includes the Purchase Order Terms and Conditions as indicated by a preceding double asterisk (**).

The General Terms and Conditions on the reverse side of UNM's purchase order are an equal and integral part of this Request For Proposal (RFP) and are noted by a preceding double asterisk (**) beside the item number. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. UNM 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 Offeror's proposal will be incorporated into the Contract. Should an Offeror object to any of the UNM Standard Terms and Conditions that Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offeror's 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 proposed changes to the terms and conditions attached to this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response, will not be entertained by UNM

at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

UNM reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNM. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNM and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

An Awardee of a Price Agreement established with UNM has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1 . ****ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2 . **ADDRESSES FOR NOTICES.** Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

The University of New Mexico
Purchasing Department
MSC01 1240, 1 UNM
Albuquerque, NM 87131-0001

Address if notice delivered to physical location:

The University of New Mexico
Purchasing Department
Perovich Business Center, Suite 2600
(Southeast Corner of Lomas and University)

3 . ****AGREEMENT.** This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order

proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.

4 . ****ASSIGNMENT.** This Purchase Order is assignable by the University. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the University.

5. **CANCELLATION.** The University reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

6 . ****CHANGES.** The University may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

7 . **CHANGES/ALTERATIONS AFTER AWARD.** Changes or alterations after an award can only be made if agreed to in writing by the University.

8 . ****CONFLICT OF INTEREST.** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.

9 . **CONFLICT OF INTEREST FORM.** Offeror is required to sign the attached **SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM.** Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.

10 . **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the University awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make

public any pages of a proposal on which the Seller has stamped or imprinted “proprietary” or “confidential” subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the University shall examine the Seller’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11 . ****DISCOUNTS.** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the University’s Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

12 . ****ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

13 . ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

14 . ****F.O.B.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.

15 . **** GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

16 . ****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

17 . ****INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller. Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the University. The liability of the University will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

18 . ****INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.

19 . ****INSPECTION.** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order.

Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

20. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

21 . **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance that meets the requirements in the Exhibit labeled “INSURANCE REQUIREMENTS” or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

22 . **OPTION TO RENEW.** The University reserves the option to renew the resultant contract for a maximum of four years. Contracts may be reviewed every year and renewed if such renewal is mutually agreed to and found to be in the best interest of the University. Renewals shall be in accordance with Section 13-1-150 NMSA

23 . ****OTHER APPLICABLE LAWS.** Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

24. ****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.

25 . ****PAYMENT TERMS.** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

26 . ****PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

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

28 . **PROPOSAL NEGOTIATION.** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably like to be selected for award. The University is under no obligation to conduct discussions with any or all Offerors.

29 . **REFERENCES REQUIRED.** The Offeror must furnish a minimum of THREE (3) references of organizations and/or businesses that Offeror has provided with similar services. Preferably UNM references should not be given as one of the three (3) references. The organization's name, a contact, a telephone number and a brief description of the services provided are required for each reference. Failure to submit the information may result in the Offeror's proposal being considered as non-responsive. UNM may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The UNM Purchasing Department will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 13-1-83, and Section 13-1-85 NMSA 1978.

30 . **RIGHT TO PROTEST:** The solicitation or the award of an RFP may be protested as per the UNM Purchasing Department's Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.

31 . **RIGHT TO WAIVE MINOR IRREGULARITIES.** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

32 . ****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 this Purchase Order.

33 . ****TAX SEGRGATION (CONSTRUCTION RELATED PROJECTS):** In the performance of the construction related services under this solicitation, the Seller 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 contractor involved with the construction projects at UNM. 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 UNM for various construction projects.

Cooperation Agreement for Gross Receipts Taxes

Contractor agrees to cooperate with the Regents of the University of New Mexico and its external accounting firm in a study at the request of UNM for purposes of identifying and segregating deductible sales for tangible personal property in order to claim Gross Receipts Tax deductions on Construction Project identified within this solicitation.

If deductions claimed by Contractor upon the tax advice of UNM's external accounting firm are later rejected by the New Mexico Taxation and Revenue Department, causing a NMGRT tax deficiency notice to be sent to Contractor, Contractor agrees that it will promptly notify and without delay provide such notice to UNM.

At the discretion of UNM, Contractor will first cooperate with any protest or appeal efforts by UNM against such tax deficiency. After any such desired appeal efforts have been exhausted; UNM understands and agrees that Contractor shall not be required to pay such deficiency amounts from Contractor's own funds. Contractor agrees that it will promptly and without delay provide UNM a copy of the ultimate tax deficiency notice. After receipt of ultimate notice, UNM will promptly transmit the GRT, interests and penalties assessed against Contractor to Contractor for Contractor's prompt submission to New Mexico Taxation and Revenue Department.

34 . **TERMINATION AND DELAYS. The University may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University

provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

35 . ****TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.

36 . ****WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.

37 . ****WORKERS COMPENSATION.** No workers compensation insurance has been or will be obtained by UNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

38. **GRAMM-LEACH-BLILEY ACT:** Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the University of New Mexico ("University") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implement appropriate security measures to protect confidential Customer Information of the University.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. Upon becoming aware of a security breach in which University Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the University and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to the University covered Customer Information and data unless the University requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement. Within such 30 day period, Service Provider shall certify in writing to the University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the University to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the University.

SECTION III

SCOPE OF WORK

RFP-1470-12

The University of New Mexico and the Office of the Medical Investigator (OMI) are requesting offers for the removal of decedents from scenes of death in Bernalillo County to the OMI.

1. BACKGROUND

The Office of the Medical Investigator is a state agency having statutory responsibility for the investigation and certification of any death occurring within the state that is sudden, unexplained, or unattended. Cases are investigated at the location of the death by investigators working at the direction of staff pathologists. Statutes prohibit movement of the decedent or articles in the proximity of the decedent that relate to the cause and manner of death by anyone other than a representative of OMI. Following the authorized removal of the decedent from the location of death, the representative of the OMI will conduct an external examination at a designated location, or will make arrangements for the decedent to be transported to Albuquerque for an autopsy. Cases investigated by the OMI involve homicide, suicide, accidents, and all those cases where the cause of death is obscure. Decedents may be in various stages of mutilation or decomposition, and may carry infectious diseases. All cases selected for further investigation will be treated as though they carried infectious disease.

The successful Offeror(s) shall provide service in compliance with the terms, conditions, specifications, and requirements of the proposal solicitation and with regulations that may apply through the State of New Mexico Corporation Commission.

The University reserves the option to renew the resultant contract for a maximum of four years. Contracts may be reviewed every year and renewed if such renewal is mutually agreed to and found to be in the best interest of the University. Renewals shall be in accordance with Section 13-1-150 NMSA.

2. SPECIFICATIONS

GENERAL SPECIFICATIONS

- 1 Scene removal charges will only be honored from transporters specifically requested by the OMI representative to transport the specific decedent(s).
- 2 The transporters must be registered with the State Corporation Commission, Transportation Office. The transporters must include a copy of the registration

certificate at the time they submit an offer.

3 The transporter under contract to the University and OMI may not use subcontractors without the written consent of OMI. Use of subcontractors without the written consent of OMI may result in cancellation of the contract.

4 The transporter will carry insurance meeting the requirements of the exhibit labeled "INSURANCE REQUIREMENTS". The transporter must file a certificate of insurance with the UNM Purchasing Department prior to transporting any decedents.

5 The contractor must provide a vehicle with at least one (1) employee from a holding area to OMI. Transporter must be capable of loading at the pick-up point and unloading at OMI without OMI assistance. This includes securing decedent(s) in holding crypts without OMI assistance.

6 Offerors will provide three (3) references, including name, address, phone number, and point of contact for those references. The University reserves the right to utilize information from the three submitted sources or any other source known to the University to determine the rating (points) granted in this area, in evaluating the offer.

VEHICLE SPECIFICATIONS:

The vehicle(s) to be used for the contract awarded under this RFP must meet the following specifications:

1 The vehicles(s) must be permanently enclosed and capable of holding two (2) adult bodies at the same time.

2 The vehicle(s) must be capable of operating safely during inclement weather.

3 The vehicle(s) must have a dignified appearance and both the appearance and mechanical condition of the vehicle(s) must be well maintained.

4 The vehicle(s) are to have no writing other than a neutral sounding company name and must be free of bumper stickers or other writing that could be embarrassing or insensitive to patient families.

5 Nothing on the vehicle may indicate any affiliation with the OMI.

6 Color photographs of the vehicle(s) you propose to use under the resultant contract must be included in your offer submission. If new vehicles are added during the life of the resultant contract, color photographs of the proposed new vehicles must be submitted to and approved by OMI before placed into service.

7 The portion of the vehicles(s) which contain(s) the decedent(s) must be air-conditioned.

SERVICE SPECIFICATIONS:

The contractor agrees to meet the following service specifications.

1 Service must be available 24 hours per day, seven days per week, including holidays.

2 Response time to scene shall be two (2) hours or less.

3 The OMI will supply body bags and body tags. The scene removal contractor will supply all personal protective equipment (PPE) to its employees for handling of remains.

EMPLOYEE SPECIFICATIONS:

All of the contractor's personnel (currently employed or hired during the life of the resultant contract) who will be involved in either body removal and/or transportation must meet the following specifications:

- 1 The contractor or any personnel involved with work for the University under the resultant contract may not have convictions for any offense involving theft or dishonesty, drug or alcohol intoxication or any drug abuse. Any personnel employed by the contractor that has known or suspected drug or alcohol abuse problems shall not be used to perform work for the University.
- 2 All drivers must have a valid driver's license issued by the State of New Mexico Department of Motor Vehicles.
- 3 No driver used under the resulting contract may have any conviction or be awaiting trial for DWI or DUID.
- 4 All employees involved in body removal or transportation shall be bonded by a licensed New Mexico agency.
- 5 All employees involved in body transportation for the University shall wear a uniform or other conservative, neutral clothing that covers all parts of the legs and trunk. The uniform or clothing may have the transporter's company name on it, but it cannot have other names, emblems, insignias or graphic designs on it. Nothing on employee clothing may have any designation of "OMI" or "Office of the Medical Investigator" on it. Clothing shall be clean and present a conservative appearance on arrival at a death location. All employees involved in body transportation shall maintain an appropriate standard of cleanliness.
- 6 The supplier must comply with OSHA safety and standards for blood-borne pathogens and safety gear.

PAYMENT:

Payment for removal of decedent from a scene shall be billed per scene removal, with two exceptions:

- 1) If a scene removal is made by a funeral home ultimately providing funeral services for that decedent, OMI will not reimburse for that scene removal.
- 2) If a case ultimately has jurisdiction terminated by OMI, OMI will not pay for that scene removal.

The contractor is responsible for maintaining records to support all invoices for a minimum period of two years following the completion of the purchase order. The University of New Mexico and the OMI reserve the right to audit these records at any time up to two years following the purchase order completion. Any additional charges not specifically stated in the RFP will not be authorized for payment.

Payment for scene removal will be as follows:

For Bernalillo County: Maximum of \$1.60 per loaded mile for 1st decedent and a maximum of \$0.75 per loaded mile for each additional decedent with a minimum of \$60 per decedent.

There will be no additional fees paid.

INVOICES:

Invoices must contain the following information to be approved for payment (see Attachment A for sample invoice):

PO Number
Invoice Number
Invoice Date
Name(s) of Decedent
OMI Case Number
Date of Transport
Point of Origin
Point of Destination
Federal and State tax ID numbers will be needed on the first invoice

SERVICE AREA:

The service area shall be that area described in the opening paragraph of this solicitation. Any offerings that deviate from these predefined areas must be approved in advance in order to be considered.

This solicitation does not address long distance transport of decedents from holding facilities to the OMI. This service will be provided by transporters contracted with by the University and OMI under separate purchase orders.

3. EVALUATION CRITERIA

<u>FACTOR</u>	<u>POINTS</u>
Cost	50
Response Time	15
Quality of Vehicles and Personnel	15
References/Experience	20
Total	100

BASIS OF AWARD: Contracts awarded as a result of this solicitation shall be awarded to the responsible Offeror(s) whose proposal represents the best value and is in the University's best interest. The evaluation committee will prepare a selection recommendation report for the Chief Procurement Officer or his/her designee recommending, in order of preference, up to three firms that are considered to be the most highly qualified. All firms on the most highly qualified selection recommendation report are considered "selected firms" with which the Chief Procurement Officer or his/her designee may negotiate.

The final award decision shall be made by the Chief Procurement Officer or his/her designee. The selection authority will review the recommendations of the evaluation committee and shall, with the advice of appropriate technical and staff representatives, make the final selection. If the firm selected for award is not the recommended as the most highly qualified by the evaluation committee, the selection authority shall provide for the contract file a written explanation of the reason for the award preference.

4. RESPONSE FORM INFORMATION

- 1 Offerors must complete the attached response forms as indicated in the first paragraph of the RFP for each quadrant they intend to offer service.
- 2 Offerors must also supply all the information required in the body of the RFP. This includes, but is not limited to, references, employee information, photographs of vehicles, State Corporation Commission Registration Certificate, Certificate of Insurance or statement that it will be provided within ten (10) days after award and UNM Supplier Conflict of Interest and Debarment/Suspension Certification Form.
- 3 Only charges listed on the response form will be eligible for payment. Charges not listed on the Proposal Form will not be authorized for payment on any resultant purchase order.

EXHIBIT A
RESPONSE FORM
RFP-1470-12
FROM BERNALILLO COUNTY ONLY TO OMI

Amount - \$ _____ per scene removal

Response Time a) To scene _____ 2) To OMI _____

Check to be sure following items are included with your response:

____ Three references ____ Pictures/Descriptions of vehicle(s)

____ Conflict of Interest Form ____ Certificates of Insurance ____ Small Bus Cert
____ Addenda

I hereby certify that my company meets or exceeds all specifications, has all of the required certifications and carries any additional insurance, if required.

(Company Name)

(Address)

(City)

(State & ZIP Code)

(Name typed or printed)

(Signature)

(Title)

(Date)

EXHIBIT B
Conflict of Interest-Debarment/Suspension Certification Form
THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$20,000 OR GREATER

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Regent of The University of New Mexico (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any University of New Mexico employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to The University of New Mexico 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 quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name _____ Typed: _____ Company _____ Name: _____

Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (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) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989
- 1) 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 vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/zip: _____

EXHIBIT C

ACKNOWLEDGEMENT OF ADDENDA

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

SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM (INCLUDED).
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 _____

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 RFP and at the prices stated within the RFP.

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

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 D

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of 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, the University of New Mexico, 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 Contractor shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in any amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

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

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

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must

remain in force for the life of the contract including all contract extensions or renewals.
The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

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

The Contractor shall either:

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

GENERAL:

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

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

EXHIBIT E

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors 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 contractor 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

THANK YOU FOR YOUR COOPERATION

Signature and Title of Individual Completing Form:

Date _____

Please return this form to:

The University of New Mexico
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.

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)